



**REVISED 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**

**December 13, 2011**

**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  
Teleconference: 514 Madison St., Brandenburg, Kentucky 40108

*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.*

Richard A. Stewart, Mayor

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

Marcelo Co, Council Member  
William H. Batey II, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**December 13, 2011**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. A Child's Place and Time for Tots Holiday Singers
2. Presentation by The Gas Company/Sempra Utilities to the Moreno Valley Black Chamber of Commerce Community Foundation for Project Green Energy Technology and Math Academy "GETMA"
3. Moreno Valley Chamber of Commerce Donation to the Boy Scouts of America
4. "Business Spotlight"

**REVISED 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**  
**DECEMBER 13, 2011**

**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 Martin Finau - Moreno Valley United Methodist 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

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 Items withdrawn for report or discussion will be heard after public hearing items.

## **A. CONSENT CALENDAR-CITY COUNCIL**

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

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

### **A.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

### **A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES**

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of November 16 - December 6, 2011.

### **A.4 APPROVE THE APPROPRIATION OF \$77,000 FROM FUND 233 FUND BALANCE TO 23310.6391 FOR THE PURCHASE OF MEDICAL SUPPLIES (Report of: Fire Department)**

**Recommendation:**

Approve the Appropriation of \$77,000 from Fund 233 Fund Balance to 23310.6391 for the Purchase of Medical Supplies.

### **A.5 APPROVE UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT (PHASE 1) -- PROJECT NO. 07-41570024 (Report of: Public Works Department)**

**Recommendation:**

1. Authorize the City Manager to execute a Utility Agreement with Southern California Edison to relocate utilities for the SR-60/Moreno Beach Interchange Improvements project;
2. Authorize the issuance of a Purchase Order to SCE for \$240,472 (\$200,393 plus 20% contingency) for the SR-60/Moreno Beach Interchange Improvements project (Account No. 897.91731); and
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the Utility Agreement with SCE up to, but not exceeding, the contingency amount of \$40,079

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subject to the approval of the City Attorney.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR HEACOCK STREET BRIDGE OVER PERRIS VALLEY STORM DRAIN LATERAL "A" IMPROVEMENT - PROJECT NO. 06-12566825 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" Improvement project to KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with KIP, Incorporated;
3. Authorize the issuance of a Purchase Order to KIP, Incorporated in the amount of \$2,217,783 (\$2,016,166 base bid amount plus 10% contingency) when the contract has been signed by all parties;
4. Authorize the Public Works Director and/or the City Engineer to execute any subsequent change orders to the contract with KIP, Incorporated, up to but not to exceed the Purchase Order contingency of \$201,617, subject to approval of the City Attorney;
5. Authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets, as necessary, for the construction of bridge and roadway improvements from January 2012 to October 1, 2012; and
6. Authorize the Public Works Director and/or the 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.7 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF UTILITIES FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET - PROJECT NO. 12-12599520 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$936,000 (\$780,000 plus 20% contingency) from Account No. 412.99532.7200; and

2. Authorize payment to SCE in an amount up to \$936,000 for relocation of SCE facilities associated with the street improvements on Cactus Avenue and Nason Street.

A.8 ACCEPTANCE OF CALTRANS HSIP CYCLE 4 GRANT AND FUNDING APPROPRIATION FOR ALESSANDRO MEDIAN BETWEEN INDIAN AND PERRIS PROJECT (Report of: Public Works Department)

**Recommendation:**

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project; and
2. Authorize the \$1,000,000 appropriation of unencumbered Measure "A" funds (Fund 125) for the design and construction costs of the Alessandro Boulevard median between Indian Street and Perris Boulevard project.

A.9 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INDIAN STREET BICYCLE LANES FROM IRIS AVENUE TO KATRINA AVENUE PROJECT - PROJECT NO. 11-12556331 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for the Indian Street Bicycle Lanes from Iris Avenue to Katrina Avenue Project to Elite Companies US, Inc., the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Elite Companies US, Inc.;
3. Authorize the issuance of a Purchase Order to Elite Companies US, Inc. for a total amount of \$115,280.10 (\$96,066.75 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director to execute any subsequent change orders to the contract with Elite Companies US, Inc., up to but not to exceed the Purchase Order's total contingency of \$19,213.35, subject to the approval of the City Attorney.

A.10 AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN AND PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE STREET IMPROVEMENTS FOR NASON STREET FROM CACTUS AVENUE TO FIR AVENUE PROJECT – PROJECT NO. 15-12185820

(Report of: Public Works Department)

**Recommendation:**

1. Approve the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue;
2. Authorize the City Manager to execute the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants;
3. Authorize the issuance of a Purchase Order to Proactive Engineering Consultants in the amount of \$998,716.00 when the Agreement has been signed by all parties; and
4. Authorize the Public Works Director to execute any subsequent amendments to the Agreement with Proactive Engineering Consultants, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

- A.11 APPROVAL OF RESOLUTION NO. 2011-116 ADOPTING AN INTERNAL COMPLIANCE PROGRAM (ICP) GOVERNING MORENO VALLEY UTILITY'S COMPLIANCE WITH NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION (NERC) RELIABILITY STANDARDS APPLICABLE TO ALL USERS, OWNERS, AND OPERATORS OF THE BULK POWER SYSTEM (Report of: Public Works Department)

**Recommendation:**

Adopt Resolution No. 2011-116 and the Internal Compliance Program governing Moreno Valley Utility's compliance with NERC Reliability Standards applicable to all users, owners, and operators of the bulk power system and authorizing the Public Works Director and/or City Engineer to make certain revisions to the program.

Resolution No. 2011-116

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Moreno Valley Utility Internal Compliance Program to Ensure Compliance with the North American Electric Reliability Corporation Reliability Standards and Authorizing the Public Works Director and/or City Engineer to make Certain Revisions to the Program

- A.12 RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2010-2011 (Report of: Financial & Administrative Services Department)

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**Recommendation:**

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

A.13 APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APNS 478-120-003 & -004 FOR THE REDLANDS BOULEVARD FIRE STATION PROJECT – PROJECT NO. 11-43467830 (Report of: Public Works Department/CPD)

**Recommendation:**

1. Approve the Agreement for Conveyance of Property for the partial acquisition of APNs 478-120-003 & -004 for the Redlands Boulevard Fire Station Project;
2. Authorize a total purchase price of \$1,262,400, to be comprised of a combination of cash and fee credits;
3. Authorize the payment of \$276,000 representing the down payment plus escrow fees, consisting of \$55,200 from the Fire Capital Projects Fund (Account No. 434.67830) and \$220,800 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227) when the Agreement has been signed by all parties;
4. Authorize establishment of an entitlement fund in the amount of \$130,000 to cover City entitlement fees and costs. The entitlement fund consists of \$26,000 from the Fire Capital Projects Fund (Account No. 434.67830) and \$104,000 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227); and
5. Authorize the City Manager to execute the Agreement upon concurrence by the property owners, and authorize the Public Works Director and/or City Engineer to approve any changes that may be requested by the property owners or the City, subject to the approval of the City Attorney.

A.14 PA07-0090 – EXONERATION OF EROSION CONTROL AGREEMENT AND SECURITY, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Community & Economic Development Department)

**Recommendation:**

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Authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 erosion control improvements.

- A.15 PA07-0090 – EXONERATION OF MONUMENTATION SECURITY, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Community & Economic Development Department)

**Recommendation:**

Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor security associated with the project PA07-0090 monumentation improvements.

- A.16 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2011 (Report of: Financial & Administrative Services Department)

**Recommendation:**

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

- A.17 APPROVE JOINT USE AGREEMENT FOR REPLACEMENT OF RIGHTS FOR DISTRIBUTION FACILITIES FOR SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department)

**Recommendation:**

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the SR-60/Nason Street Overcrossing Improvements Project;
2. Authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney; and
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney.

- A.18 APPROVE AND AUTHORIZE CONSTRUCTION COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT (PHASE 1) - PROJECT NO. 07-41570024 (Report of: Public Works Department)

**Recommendation:**

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California for the construction phase of the SR-60/Moreno Beach Interchange (Phase 1) project;
2. Authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California; and
3. Authorize the Public Works Director and/or City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1514)," if needed, subject to the approval of the City Attorney.

\*A.19 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF) EXPENDITURE PLAN FOR FY 2011-12 (Report of: Financial & Administrative Services Department)

**Recommendation:**

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12;
2. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 revenue budget (account 130.1300.4611) to reflect the total FY 2011-12 allocation of \$248,967; and
3. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 expenditure budget (account 130.62890.6251.252) to reflect the FY 2011-12 planned expenditure of \$248,967.

A.20 APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPROPRIATION IN THE AMOUNT OF \$943,839 FOR FISCAL YEAR 2011-12 BUDGET (Report of: Community & Economic Development Department)

**Recommendation:**

Approve the budget appropriation increase of \$943,839 (representing the carryover of certain projects not completed in the prior Fiscal Year) from the Community Development Block Grant (CDBG) Fund fund balance to Business Unit 73952 (CDBG Social Programs).

A.21 GRANT OF EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT FOR SEWER IMPROVEMENTS WITHIN CITY-OWNED PROPERTY LOCATED ON THE SOUTHWEST CORNER OF COTTONWOOD AVENUE AND NASON STREET (Report of: Community & Economic

Development Department)

**Recommendation:**

1. Approve the Grant of Easement to Eastern Municipal Water District for sewer improvements to be located within City-owned property;
2. Authorize the Mayor to execute the Grant of Easement on behalf of the City; and
3. Direct the City Clerk to forward the City executed Grant of Easement to Eastern Municipal Water District for execution.

A.22 REVISIONS TO THE LIST PRICES FOR NINE SINGLE-FAMILY PROPERTIES IN THE RESIDENTIAL ACQUISITION, REHABILITATION AND RESALE PROGRAM (Report of: Community & Economic Development Department)

**Recommendation:**

Approve the reduction in the list prices for nine properties in the Neighborhood Stabilization Program Single-Family Residential Acquisition, Rehabilitation and Resale (NSP-ARR); and authorize the City Manager to approve additional list price adjustments, if necessary, based upon market conditions.

A.23 PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE PROGRAM (Report of: Community & Economic Development Department)

**Recommendation:**

1. Adopt Resolution No. 2011-118 authorizing the City's participation in Riverside County's Mortgage Credit Certificate Program; and

Resolution No. 2011-118

A Resolution of the City Council of the City Of Moreno Valley, California Approving Participation in the Riverside County Mortgage Credit Certificate (MCC) Program.

2. Authorize the Community & Economic Development Director to certify the status of the City's Housing Element.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

B.1 ORDINANCES - READING BY TITLE ONLY

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

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- B.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

- B.3 CERTIFICATION OF SPECIAL ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 1—ANNEXATION 2011-31 (Report of: Public Works Department)

**Recommendation:**

Acting in its capacity as President and Members of the Board of Directors of the CSD and as the legislative body of Community Facilities District No. 1 approve and adopt Resolution No. CSD 2011-25; a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the results of an election and adding property to Community Facilities District No. 1 ("CFD No. 1" or "District") for Annexation No. 2011-31.

Resolution No. CSD 2011-25

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Certifying the Result of an Election and Adding Property to Community Facilities District No. 1

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

- C.1 ORDINANCES - READING BY TITLE ONLY

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

- C.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

- D.1 ORDINANCES - READING BY TITLE ONLY

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

- D.2 MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

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## **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 REGARDING THE MAIL BALLOT PROCEEDING FOR APNS 481-281-059 and 481-281-060 BALLOTING FOR NPDES (Report of: Public Works Department)**

#### **Recommendation: That the City Council:**

1. After conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Numbers (APNs) 481-281-059 and 481-281-060;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 481-281-059 and 481-281-060.

### **E.2 ADOPTION OF FY 2012-2013 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES (Report of: Community & Economic Development Department)**

#### **Recommendation: That the City Council:**

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-to-moderate income residents in Moreno Valley, including the CDBG Target Areas; and
2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2012-2013 Program Year.

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

## **G. REPORTS**

### **G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational**

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December 13, 2011

Oral Presentation - not for Council action)

a. Council Member William H. Batey II report on Riverside County Habitat Conservation Agency (RCHCA)

- G.2 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577 BALLOTING FOR NPDES (Report of: Public Works Department)

**Recommendation: That the City Council:**

Accept public comments regarding the mail ballot proceeding for Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (the Parcels) for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

- G.3 JULY 4TH UPDATE (ORAL PRESENTATION) (Report of: Parks and Community Services Department)

- G.4 REPEAL RESOLUTION NO. 2003-17 AND ADOPT AMENDED AND RESTATED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES (Report of: CITY ATTORNEY)

**Recommendation: That the City Council:**

Adopt Resolution No. 2011-117, repealing Resolution No. 2003-17 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities, attached to the Resolution as Exhibit 1.

Resolution No. 2011-117

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution 2003-17, and Adopting Amended and Restated Rules of Procedure for City Council Meetings and Related Functions and Activities

- G.5 INTRODUCTION OF ORDINANCE REGARDING TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AMENDMENT (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Introduce the proposed Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code, facilitating the processing of developer reimbursements.

Ordinance No. 835

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An Ordinance of the City of Moreno Valley, California, Repealing and Re-Enacting Sections 3.44.010, 3.44.020A and 3.44.050 of Title 3 of the City of Moreno Valley Municipal Code

G.6 APPOINTMENT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD (Report of: City Clerk Department)

**Recommendation: That the City Council:**

1. After reviewing the ballot provided by the City Clerk, appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.7 CITYWIDE CAMERA SURVEILLANCE SYSTEM (Report of: Police Department)

**Recommendation: That the City Council:**

1. Authorize the transfer of \$1,900,000 from the General Fund to the Technology Services Fund to fund the Citywide Camera Surveillance System (fund balance in the General Fund is from the Police Department's Fiscal Year 2010-11 savings of over \$2,700,000); and
2. Approve the budget appropriation of \$1,900,000 from the Technology Services Fund fund balance to a new capital project account to fund the Citywide Camera Surveillance System.

G.8 DEVELOPMENT IMPACT FEE PROGRAM UPDATE (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Receive and file this update on several considerations relating to the Development Impact Fee Program and provide further direction for consideration at an upcoming Council meeting.

G.9 CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR AND MAYOR PRO TEM (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

G.10 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

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## **H. LEGISLATIVE ACTIONS**

### H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1 .1 ORDINANCE AMENDING SECTION OF 12.36.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF TRUCK ROUTES (Report of: Public Works Department)

**Recommendation: That the City Council:**

Introduce Ordinance No. 836, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Redlands Boulevard from Alessandro Boulevard to the SR-60 eastbound on/off ramp as a designated "Truck Route."

Ordinance No. 836

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

### 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.

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## **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: 5

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

Number of Cases: 5

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

## **ADJOURNMENT**

**\*Revision to Agenda**

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

**REGULAR MEETING – 6:30 PM  
November 22, 2011**

**CALL TO ORDER**

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:34 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member William H. Batey II

**INVOCATION** – Mayor Richard A. Stewart

**ROLL CALL**

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member

Absent:

Robin N. Hastings	Council Member
-------------------	----------------

Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
Steve Hargis	Technology Services Division Manager
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Rick Hartmann	Interim Public Works Director
Barry Foster	Community and Economic Development Director
Tom DeSantis	Interim Human Resources Director
Mike McCarty	Parks & Community Services Director
Abdul Ahmad	Battalion Chief

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

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (A7).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY

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

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 8, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of November 2 – 15, 2011.

A.4 APPROVAL OF CHECK REGISTER FOR SEPTEMBER, 2011 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2011-114, approving the Check Register for the month of September, 2011 in the amount of \$13,055,058.15.

Resolution No. 2011-114

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of September, 2011

A.5 TR 31129 AND TR 22709-1 – ACCEPTANCE OF STORM DRAIN EASEMENT AND EXECUTION OF QUITCLAIM DEED TRANSFERRING THE CITY'S TITLE INTEREST IN THE STORM DRAIN EASEMENT OVER A PORTION OF LOT "EE" OF TR 22709-1 AND EXECUTION OF EASEMENT DEED FOR STORM DRAIN PURPOSES OVER LOT "T" OF

MINUTES  
November 22, 2011

TR 31129 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY, RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT AND WESTERN PACIFIC HOUSING, INC. - DEVELOPER -WESTERN PACIFIC HOUSING, INC., CORONA, CA 92880 (Report of: Community and Economic Development Department)

**Recommendation:**

1. Adopt the proposed Resolution authorizing the acceptance of the public storm drain easement, over a portion of Lot "EE" of TR 22709-1, per Irrevocable Offer of Dedication recorded as Instrument Number 2005-1053116 in the Official Records of Riverside County, California;

Resolution No. 2011-115

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of Storm Drain Easement Recorded as Instrument Number 2005-1053116 in the Official Records of Riverside County, California, Execution of Quitclaim Deed Transferring the City's Title Interest in the Storm Drain Easement Over a Portion of Lot "EE" of TR 22709-1 and Execution of Easement Deed for Storm Drain Purposes over Lot "T" of TR 31129 to the Riverside County Flood Control and Water Conservation District per the Cooperative Agreement Between City of Moreno Valley, Riverside County Flood Control & Water Conservation District and Western Pacific Housing, Inc.

2. Authorize the Mayor to execute the Quitclaim Deed transferring all right, title and interest in and to the storm drain easement, over a portion of Lot "EE" of TR 22709-1, per Irrevocable Offer of Dedication recorded as Instrument Number 2005-1053116 in the Official Records of Riverside County, California;
3. Authorize the Mayor to execute the Easement Deed for flood control and drainage purposes over Lot "T" of TR 31129; and
4. Direct the City Clerk to forward the signed Quitclaim Deed with the proposed Resolution and Easement Deed to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.6 ASSET FORFEITURE EXPENDITURES (Report of: Police Department)

**Recommendation:**

MINUTES  
November 22, 2011

1. Approve the use of \$129,222 of a total of \$145,576 in available asset forfeiture monies held by Riverside County on the City's behalf;
2. Approve the revenue appropriation of \$129,222 for the FY2011-12 General Fund Revenue Asset Forfeiture budget; and
3. Approve the expenditure appropriation of \$129,222 for the FY2011-12 Police Department Special Enforcement budget.

A.7 THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD ASSIGNING LANDMARK STATUS TO THE HENDRICK RANCH SITE LOCATED AT 27913 COTTONWOOD AVENUE AT THE SOUTHWEST CORNER OF MORENO BEACH DRIVE AND COTTONWOOD AVENUE (PORTION OF APN 488-200-013) (Report of: Community & Economic Development Department)

**Recommendation:**

**RECEIVE AND FILE** the Environmental and Historical Preservation Board's adoption of EHPB Resolution 2011-01 assigning landmark status to the Hendrick Ranch site.

A.8 PA00-0010 (PARCEL MAP 29700) – TERMINATION OF TRAFFIC SIGNAL MITIGATION AGREEMENT AND RELEASE OF TRAFFIC SIGNAL MITIGATION BOND. DEVELOPER - CALIFORNIA DRUG CONSULTANTS, MORENO VALLEY, CA 92557 (Report of: Community and Economic Development Department)

**Recommendation:**

1. Approve the termination of the Traffic Signal Mitigation Agreement;
2. Approve the release of the Traffic Signal Mitigation Bond;
3. Authorize the Community and Economic Development Director to execute the Notice to Terminate, as required under the Traffic Signal Mitigation Agreement; and
4. Direct the City Clerk to forward the Notice to Terminate to the County Recorder's Office for recordation.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

B.1 ORDINANCES - READING BY TITLE ONLY

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

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 8, 2011 (Report of: City Clerk Department)

MINUTES  
November 22, 2011

**Recommendation:**  
Approve as submitted.

- B.3 AUTHORIZE THE SUBMISSION OF GRANT APPLICATIONS FOR 21ST CENTURY COMMUNITY LEARNING CENTERS ELEMENTARY AND MIDDLE/JUNIOR HIGH STUDENTS FUNDING FOR FISCAL YEAR 2012-13 (Report of: Parks and Community Services Department)

**Recommendation:**  
Authorize the City Manager to submit grant applications in the amount of \$1,598,898 to the California Department of Education for the 21st Century Community Learning Centers Elementary and Middle/Junior High Students funding for FY 2012-13.

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

- C.1 ORDINANCES - READING BY TITLE ONLY

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

- C.2 MINUTES - REGULAR MEETING OF NOVEMBER 8, 2011 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

**D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES**

- D.1 ORDINANCES - READING BY TITLE ONLY

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

- D.2 MINUTES - REGULAR MEETING OF NOVEMBER 8, 2011 (Report of: City Clerk Department)

**Recommendation:**  
Approve as submitted.

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co**  
**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

**E. PUBLIC HEARINGS – NONE**

**F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION – NONE**

MINUTES  
November 22, 2011

## G. REPORTS

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

a) Mayor Pro Tem Mayor Pro Tem Jesse L. Molina report on Riverside Transit Agency (RTA)

RTA received a clean, unqualified opinion under a recent audit. Buses will not be running November 24, but they will resume on November 25. Larry Rubio is doing a great job at RTA. Some bus routes will change, and an update will be provided once received.

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

Assistant City Manager Michelle Dawson gave the City Manager's Report

The next Town Hall meeting will be for District 1 with Mayor Pro Tem Molina. It will be held on December 7 at 6:00 p.m. at the Senior Center.

## H. LEGISLATIVE ACTIONS

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

Mayor Richard A. Stewart opened the Legislative Actions items for public comments, which were received from Pete Bleckert and John Loper.

### H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 834 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, RIR ASSOCIATES AND RYDER HOMES RELATIVE TO THE DEVELOPMENT KNOWN AS MORENO VALLEY MIXED USE DEVELOPMENT (TOWNGATE) (RECEIVED FIRST READING AND INTRODUCTION ON NOVEMBER 8, 2011 BY A 4-0-1 VOTE, MOLINA RECUSED) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**  
Adopt Ordinance No. 834.

Ordinance No. 834

An Ordinance of the City Council of the City of Moreno Valley, California,  
Approving the Third Amendment to the Annexation and Development

MINUTES  
November 22, 2011



Agreement Between the City of Moreno Valley, RIR Associates and Ryder Homes Relative to the Development Known as Moreno Valley Mixed Use Development (Towngate)

Director Barry Foster announced that after the first reading of the ordinance staff was notified that the new owner of the Moreno Valley Mall, CW Capital, has decided not to participate in the extension of the agreement, based on the advice of their legal counsel. CW Capital will not be a party to the extension agreement because of the inability to enter into this kind of agreement. There are some IRS tax considerations they became aware of. CW Capital acknowledges and understands that they will not be a party to the extension agreement. The document has been modified to exclude CW Capital as a party to the amendment.

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Marcelo Co**  
**Approved by a vote of 3-0-1-1, Mayor Pro Tem Jesse L. Molina recused, Council Member Robin N. Hastings absent.**

H.3 ORDINANCES - URGENCY ORDINANCES – NONE

H.4 RESOLUTIONS – NONE

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

Pete Bleckert

1. Derogatory remarks and intimidation

Daryl Terrell

1. Providing proposals and solutions

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

Council Member William H. Batey II

1. Moreno Valley is getting ready to bid out projects. Use the project labor agreement for Moreno Valley residents that are out of work in those trades so they can work in their community.
2. Have a happy and safe Thanksgiving, and enjoy the weekend.

Mayor Pro Tem Jesse L. Molina

MINUTES  
November 22, 2011

1. Darryl gave a very good speech and good points were brought out.
2. Give thanks at Thanksgiving. Not everyone around the world has what we do. Reach out to somebody and make a difference.
3. Happy Thanksgiving to everyone.

Council Member Marcelo Co

1. Thank you to everyone for all the things done so far. Move forward and work together. The economy has problems.
2. Daryl Terrell cares about Moreno Valley, and he is to be commended for that. It's very hard to implement projects when there isn't money in the budget. Keep coming and remind us we should work together. Keep up your good ideas.
3. Have a Happy Thanksgiving.

Mayor Richard A. Stewart

1. If staff corrects a speaker's facts on the record, this is not intimidation. The City Council and staff have an obligation to correct a speaker's facts if they are not true.
2. As far as special interests are concerned with the Ridge Property Trust, everyone in that issue had a different opinion. The Planning Commission opposed it. The Council approved it. Council didn't bow to the big special interest, but went with the proponent.
3. There has been a recent change lately regarding speakers being anonymous, but one of the people doing this is asking for a Sunshine Ordinance in transparency so everything is not secret, but out in the public. It seems to be a contradiction in terms.
4. There was a column in the Press Enterprise about the Moreno Valley Library, which had nothing to do with the items Council voted on. The article pointed out the Moreno Valley Library has less computers than the City of Temecula Library. In addition to the computers at the Moreno Valley Library, there are an additional 25 computers at the Work Force Development Center, and nine computers at the Senior Center. Moreno Valley has double the amount of computers than what the column stated. There is a 35% per capita difference between Temecula and Moreno Valley in general fund money to be spent.

There being no further business to conduct, the meeting was adjourned at 7:11 p.m. by unanimous informal consent.

MINUTES  
November 22, 2011

## **CLOSED SESSION**

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

Mayor Richard A. Stewart opened the Closed Session items for public comments; there being none, public comments were closed.

The City Attorney announced that there is one item under Initiation of Litigation: the City Attorney is seeking authority from the City Council to initiate litigation against the bond surety for the failure of a now bankrupt developer to build a linear park pursuant to the public improvement agreement.

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

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

Number of Cases: 5

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

Number of Cases: 5

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

The City Attorney announced that the City Council voted 4-0-1, Council Member Robin N. Hastings absent, to authorize the City Attorney to commence litigation against a bond surety of a now bankrupt developer to build a linear park pursuant to a public improvement agreement.

## ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:15 p.m. to Closed Session by unanimous informal consent.

Submitted by:

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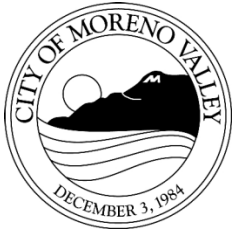
City Clerk Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District  
Secretary, Community Redevelopment Agency of the City of Moreno Valley  
Secretary, Board of Library Trustees

Approved by:

---

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

MINUTES  
November 22, 2011



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** December 13, 2011

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of November 16 – December 6, 2011.

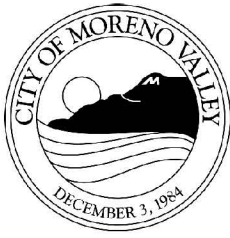
<i>Reports on Reimbursable Activities</i> November 16 – December 6, 2011		
Council Member	Date	Meeting
William H. Batey II	12/3/11	Moreno Valley Hispanic Chamber of Commerce Installation Dinner
	12/5/11	March Field Air Museum Holiday Celebration
Marcelo Co	11/30/11	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	12/3/11	Moreno Valley Hispanic Chamber of Commerce Installation Dinner
	12/5/11	March Field Air Museum Holiday Celebration
	12/6/11	Moreno Valley Hispanic Chamber of Commerce Adelante
Robin N. Hastings	12/5/11	March Field Air Museum Holiday Celebration
Jesse L. Molina		None
Richard A. Stewart	11/16/11	Student of the Month Luncheon

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

Department Head Approval:  
Jane Halstead  
City Clerk

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

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Curley, Fire Chief

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE THE APPROPRIATION OF \$77,000 FROM FUND 233 FUND BALANCE TO 23310.6391 FOR THE PURCHASE OF MEDICAL SUPPLIES

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### RECOMMENDED ACTION

Staff recommends that the City Council approve the appropriation of \$77,000 from Fund 233 fund balance to 23310.6391 for the purchase of medical supplies.

### BACKGROUND

On October 28, 2004, the City of Moreno Valley entered into a Memorandum of Understanding (MOU) for the joint monitoring of emergency ambulance services with the County of Riverside (Attachment A). As part of this agreement, the Riverside County Fire Department, on behalf of the City, invoices the City's emergency ambulance provider, American Medical Response (AMR), annually for the payment of penalties when AMR arrives on scene past the agreed upon response time for emergency calls.

As part of this MOU, the City agreed to utilize the monies received from AMR strictly for the purchase of emergency medical services (EMS) system enhancements, which includes the purchase of medical supplies. The revenue received annually from either AMR or Riverside County is deposited into Fund 233, Emergency Services Fine Money.

### DISCUSSION

The City of Moreno Valley Fire Department provides advance life support paramedic care for all emergency calls for service. Through its cooperative fire services agreement with Riverside County Fire/CAL Fire, the City is invoiced for the purchase of the medical supplies that are utilized on those emergency calls. These costs average

approximately \$70,000 each fiscal year. In order to cover the costs for Fiscal Year 2011-12 associated with these medical supplies, the Fire Department is requesting \$77,000 be transferred to 23310.6391 from the fund balance of Fund 233. The \$77,000 includes the anticipated expense of \$70,000 for medical supplies plus ten percent for unanticipated expenses.

**ALTERNATIVES**

1. Approve the appropriation of \$77,000 from Fund 233 fund balance to 23310.6391 for the purchase of medical supplies. *Staff recommends this alternative.*
2. Do not approve the appropriation of \$77,000 from Fund 233 fund balance to 23310.6391 for the purchase of medical supplies. *Staff does not recommend this alternative.*

**FISCAL IMPACT**

Fund 233 has an unaudited fund balance of \$253,000 for the purchase of EMS system enhancements. The transfer of \$77,000 from Fund 233 to 23310.6391 will allow the Fire Department to purchase medical supplies for providing advance life support medical care to the residents of Moreno Valley.

There is no impact to the City's general fund.

**CITY COUNCIL GOALS**

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

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.

**ATTACHMENTS/EXHIBITS**

Attachment A: Memorandum of Understanding (MOU) for Joint Monitoring of Emergency Ambulance Services



Prepared By:  
Cynthia Owens  
Management Assistant

Department Head Approval:  
Steve Curley  
Fire Chief

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

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## MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT MONITORING OF EMERGENCY AMBULANCE SERVICES

This MOU is entered into pursuant to Schedule E-I in the Agreement for "ALS Exclusive Operating Areas – American Medical Response Master Contract" (hereafter referred to as "the Contract"). The **City of Moreno Valley** hereby known as "City", and the County of Riverside, acting through its Emergency Medical Services (EMS) Agency, do enter into this Agreement with reference to the following facts:

- A. The participants agree to consult on issues regarding provider performance, changes or cancellation of the contract with the provider and distribution of performance penalty monies received under the performance based contract and other decisions related to administration of the Contract.
- B. By entering into this MOU, the participants do not waive or otherwise relinquish any legal rights or obligations as they may have under law.

Now therefore the participants agree as follows:

1. The EMS Agency will provide staff for day-to-day management and administration of the Contract with regular reporting of performance to the EMS Administrative Group as described in #2 below.
2. Each participating agency will designate an individual to serve on an EMS Administrative Group that will mutually review performance reports, monitor contract compliance and determine use and allocation of performance penalty monies received from the provider as well as other duties mutually agreed to, on behalf of the city. The individual will be the City Manager or designee from each city, the Riverside County Fire Chief or designee from the unincorporated areas, and the EMS Agency Director or designee.
3. The term of this agreement shall begin April 1, 2004 and run through June 30, 2009, or throughout the term of the Contract if extended with the emergency ambulance provider.
4. There shall be no assessment to County Fire for the costs of administering the Contract or this MOU.
5. Performance standards will be as specified in the Contract between Riverside County and the emergency ambulance provider, or as otherwise modified from time to time.
6. City may request modified services as provided by the Contract, subject to negotiated costs or savings, and EMS Agency approval.

7. County Fire will invoice the County of Riverside EMS Agency annually for payment of penalties.
8. All monies collected by City under terms of this MOU will be used only for EMS system enhancements.
9. Ambulance rates will be set in accordance with County and Community Health Agency (CHA) policy with input from the involved cities.
10. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to each party in the MOU.
11. The participants agree to cooperate in carrying out the purposed and intent of this MOU and to execute, acknowledge and deliver all additional agreements, instruments or other writings reasonably necessary to carry out this MOU. No party hereto, however, shall be compelled to surrender its discretionary powers of approval as contemplated in this MOU by virtue of this covenant.

Frank West  
Name

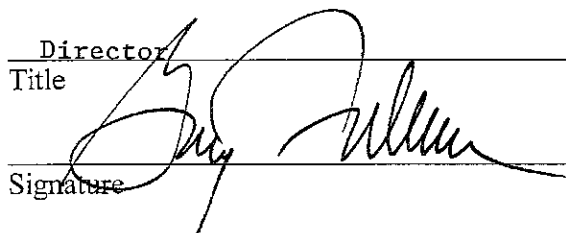
Mayor  
Title

  
Signature

Attest: Alice Reed  
Alice Reed, City Clerk

Gary M. Feldman, M.D.  
County of Riverside

Director  
Title

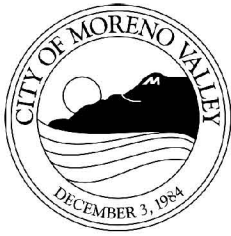
  
Signature

CITY ATTORNEY  
Approved as to Form

B. D. [Signature] 10/19/04  
By: Date

10/28/04  
Date

01/13/05  
Date



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE SR-60/MORENO BEACH INTERCHANGE IMPROVEMENTS PROJECT (PHASE 1)  
PROJECT NO. 07-41570024

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Utility Agreement with Southern California Edison to relocate utilities for the SR-60/Moreno Beach Interchange Improvements project.
2. Authorize the issuance of a Purchase Order to SCE for \$240,472 (\$200,393 plus 20% contingency) for the SR-60/Moreno Beach Interchange Improvements project (Account No. 897.91731).
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the Utility Agreement with SCE up to, but not exceeding, the contingency amount of \$40,079 subject to the approval of the City Attorney.

### **BACKGROUND**

The Moreno Beach/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. The SR-60/Moreno Beach Interchange Phase 1 project will reconstruct the two eastbound ramps (on- and off-ramps) to SR-60, add an eastbound auxiliary lane, connect the west leg of Eucalyptus Avenue to Moreno Beach Drive, and add a traffic signal at the eastbound ramps/Moreno Beach Drive intersection in addition to associated utility relocations and related

improvements. All of the proposed improvements are consistent with the City's General Plan and the City's Capital Improvement Plan approved by the City Council.

The following is a list of milestones related to the preparation of plans and reacted activities for Phase 1 of the SR-60/Moreno Beach Interchange Improvement project:

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 100% plan stage.

On January 13, 2009, the City Council approved the SR-60/Moreno Beach Interchange (Phase 1) project as an RDA Tax Allocation Bond-funded project.

Environmental revalidation for Phase 1 has been completed and right-of-way acquisition for the project is currently under way. Various utilities must be relocated in order to obtain a required right-of-way certification from Caltrans. Relocation plans for SCE have been completed.

## **DISCUSSION**

As a prerequisite to advertising the SR-60/Moreno Beach Interchange Phase 1 project, the City must first follow Caltrans guidelines and procedures in order to certify the right of way. SCE has demonstrated they have prior rights; therefore, the City is required to pay for relocation costs. Caltrans requires the local agency (City) to enter into utility agreements in order to certify right-of-way and proceed with construction. "Utility Agreement No. 08-UT-22557" sets forth the City's responsibilities and the Utility Owner's (SCE) responsibilities, both in terms of scope and financial responsibility. The work covered by this utility agreement is the relocation of existing overhead poles that carry transmission, distribution, and communication lines over SR-60 at Pettit Street east of Moreno Beach Drive. The electric service lines that can be undergrounded will be per City regulations and policy. The relocation work will be done early in the project's construction.

Caltrans has agreed to allow the City to advertise, award, and administer the project. Once the City obtains final approval from Caltrans, the project can be advertised.

## **ALTERNATIVES**

1. Authorize the City Manager to execute a Utility Agreement with Southern California Edison to relocate utilities for the SR-60/Moreno Beach Interchange Improvements project in the form attached hereto, authorize the issuance of a

Purchase Order to SCE for \$240,472 (\$200,393 plus 20% contingency) for the SR-60/Moreno Beach Interchange Improvements project (Account No. 897.91731), and authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the Utility Agreement with SCE up to, but not exceeding, the contingency amount of \$40,079 subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Moreno Beach Interchange Improvements Project on schedule.*

2. Do not authorize the City Manager to execute a Utility Agreement with Southern California Edison to relocate utilities for the SR-60/Moreno Beach Interchange Improvements project in the form attached hereto, authorize the issuance of a Purchase Order to SCE for \$240,472 (\$200,393 plus 20% contingency) for the SR-60/Moreno Beach Interchange Improvements project (Account No. 897.91731), and authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the Utility Agreement with SCE up to, but not exceeding, the contingency amount of \$40,079 subject to the approval of the City Attorney. *This alternative will delay the construction of the SR-60/Moreno Beach Interchange Improvements Project.*

**FISCAL IMPACT**

The Agreement requires the City to fund 100% of the construction cost for SCE's relocation due to the establishment of SCE's prior rights. The project is funded using Redevelopment Tax Allocation (Series A) bond funds (Fund 897). This cost is eligible for reimbursement when TUMF funds become available. There is no impact to the General Fund.

**FY 2011/2012 BUDGETED FUNDS**

Redevelopment Tax Allocation Bond Funds (Series A) (897.91731) .....	\$2,341,000
<b>Total Available Funds .....</b>	<b>\$2,341,000</b>

**FY 2011/2012 ESTIMATED COSTS**

Design, R/W and Utilities.....	\$2,100,000
Utility Relocation – SCE (including contingency).....	\$ 241,000
<b>Total Estimated Costs.....</b>	<b>\$2,341,000</b>

**ANTICIPATED PROJECT SCHEDULE**

Design and R/W .....	March 2011 to February 2012
Caltrans Approval.....	March 2012 to June 2012
Advertise, Bid and Award .....	July 2012 to October 2012
Construction .....	November 2012 to October 2013

**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**

A Utility Agreement is required by Caltrans and sets forth the details of the City's and SCE's responsibilities pertaining to SCE's relocation activities within the Caltrans right-of-way for Phase 1 of the SR-60/Moreno Beach Interchange Improvements.

**ATTACHMENTS**

Attachment "A" – Utility Agreement – Southern California Edison

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

Department Head Approval  
Rick Hartmann  
Interim Public Works Director

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

Concurred By:  
Barry Foster  
Community & Economic Development Director

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

W:\CapProj\CapProj\PROJECTS\Marge - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchn\CC Reports\Caltrans SCE Utility Agreement Staff Report - 12-13-11.doc



District <b>8</b>	County <b>RIV</b>	Route <b>SR-60</b>	Post Mile <b>18.8/19.6</b>	EA <b>323011</b>
Federal Aid No.: <b>N/A</b>		Owner's File: <b>CAL200314412</b>		
FEDERAL PARTICIPATION: On the Project			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On the Utilities			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**UTILITY AGREEMENT NO: 08-UT-22557**

**DATE: October 10, 2011**

The City of Moreno Valley, hereinafter called "CITY", proposes to improve the SR-60/Moreno Beach Drive Interchange. The project would include the widening and realignment of the Moreno Beach Drive/SR-60 freeway ramps, the addition of eastbound and westbound SR-60 auxiliary lanes, the replacement of the existing two-lane Moreno Beach Drive bridge overcrossing with a six-lane overcrossing, the modification of the traffic signal for the intersection of Eucalyptus Avenue and Moreno Beach Drive, and the construction of a 90-inch diameter "K-1" storm drain line on Ironwood Avenue. Other minor improvements include sidewalks, drainage modifications, curb and gutter, lighting, landscaping, and roadway re-striping. The project is located in Riverside County on State Route 60 (SR-60), from 0.3 mile West of Moreno Beach Drive to 0.4 mile East of Moreno Beach Drive, on Moreno Beach Drive, from Eucalyptus Avenue to 0.2 mile South of Ironwood Avenue, and on Ironwood Avenue, from 0.15 mile West of Moreno Beach Drive to 0.2 mile East of Moreno Beach Drive, in the City of Moreno Valley, California.

The project is divided into two phases. Phase 1 include widening and realignment of the Moreno Beach Drive/SR-60 freeway eastbound ramps, the addition of eastbound SR-60 auxiliary lanes, the modification of the intersection and traffic signal for the intersection of Eucalyptus Avenue and Moreno Beach Drive. Phase 2 will include widening of the westbound ramps, construction of a wider bridge overcrossing, and widen Moreno Beach Drive north of the freeway. The SCE relocation will be constructed during Phase 1.

**Southern California Edison, hereinafter called "OWNER," owns and maintains** the overhead power lines and power pole facilities **within the limits of CITY's project which requires** that these power lines and power poles be relocated **to accommodate CITY's project.**

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 22557 dated October 10, 2011, OWNER shall remove/relocate existing overhead power lines and power pole facilities in the vicinity of the project limit as depicted in the relocation plan and separate related work orders. All work shall be performed substantially in accordance with OWNER's Plan No. 336741\_0.01 consisting of 2 sheets, a copy of which is on file in the City Hall of the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, CA 92552. Deviations from the OWNER's plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and agreed to/acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**II. LIABILITY FOR WORK**

Existing facilities are located in their present position pursuant to prescriptive rights prior and superior to those of the STATE and will be relocated at CITY expense.

UTILITY AGREEMENT NO. <b>08-UT-22557</b>
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### III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

### IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements for OWNER's facilities (if required), STATE will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

UTILITY AGREEMENT NO.  
**08-UT-22557**

**V. GENERAL CONDITION**

All costs accrued by OWNER as a result of CITY’s request of October 10, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY’s project which precipitated this Agreement is cancelled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

Upon completion of the work to be done by CITY in accordance with the above mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

THE ESTIMATED COST TO CITY FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$ 200,392.93.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF MORENO VALLEY:

OWNER:

By \_\_\_\_\_  
Henry Garcia, City Manager  
City of Moreno Valley

By \_\_\_\_\_  
Southern California Edison

Date \_\_\_\_\_

Date \_\_\_\_\_

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR HEACOCK STREET BRIDGE OVER PERRIS VALLEY STORM DRAIN LATERAL "A" IMPROVEMENT PROJECT  
PROJECT NO. 06-12566825

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" Improvement project to KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with KIP, Incorporated in the form attached hereto.
3. Authorize the issuance of a Purchase Order to KIP, Incorporated in the amount of \$2,217,783 (\$2,016,166 base bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director and/or the City Engineer to execute any subsequent change orders to the contract with KIP, Incorporated, up to but not to exceed the Purchase Order contingency of \$201,617, subject to approval of the City Attorney.
5. Authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets, as necessary, for the construction of bridge and roadway improvements from January 2012 to October 1, 2012.

6. Authorize the Public Works Director and/or the 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.

## **BACKGROUND**

On September 13, 2005, City Council adopted Resolution 2005-82 approving the execution of Program Supplement Agreement (PSA) No. M019 with the Department of Transportation (Caltrans) for the Preliminary Engineering of the Heacock Street Bridge over Perris Valley Storm Drain Lateral "A" (Bridge No. 56C-0233) Improvement project. PSA No. M019 provides Federal Highway Administration (FHWA) funds for local eligible roadway improvements and in particular, provided for \$20,000 in federal funds for the preliminary engineering design phase. PSA No. M019 was executed between the City and Caltrans on September 30, 2005.

On September 14, 2007, an additional \$340,000 of federal fund allocations was approved by Caltrans/FHWA for the Environmental and Final Engineering Design phases through the issuance of an E-76 document. The Project's total environmental and engineering design phases were estimated at \$450,000, of which \$360,000 (\$20,000 for Preliminary Engineering and \$340,000 for Environmental and Final Engineering Design) was covered by the federal fund allocations. The remaining costs were paid by the City's Measure A (Fund 125) Funds. City Council approved an agreement for environmental and final engineering design services with VA Consulting, Inc. on July 8, 2008. The environmental document, a Mitigated Negative Declaration (MND), was adopted by City Council on December 8, 2009. On August 31, 2010, a Cooperative Agreement was approved between Riverside County Flood Control and Water Conservation District (RCFC&WCD) and the City. The Cooperative Agreement specifies that upon completion of the channel construction, the County would maintain the channel and box culvert. The design was completed in February 2011.

On January 11, 2011, City Council approved Resolution 2011-03 authorizing the Public Works Director/City Engineer to execute all future PSAs. On August 10, 2011 Caltrans/FHWA issued an amended E-76 document for the "Allocation of Construction" funds for \$2,027,617. The amended E-76 authorized the City to begin the construction phase in accordance with the Local Assistance Procedure Manual (LAPM) upon approval of the construction phase PSA. PSA No. M019 Rev. 1 for the construction phase was fully executed between the City and Caltrans on October 18, 2011. The total federal funding allocation for all phases of this project is \$2,387,617.

## **DISCUSSION**

The Heacock Street Bridge is located along Heacock Street approximately 2,000 feet south of Iris Avenue. The bridge is a two-lane single span reinforced concrete slab that was constructed by the Army Corps of Engineers in 1955. According to the Caltrans Structural Maintenance and Investigations Sufficiency Rating of Local Agency Bridges report of 2005, the existing Heacock Street Bridge was determined to be functionally obsolete and eligible for federal funding. The bridge is considered obsolete because the existing two lane bridge does not meet present standard street and bridge design requirements, nor does it not meet the City's General Plan Traffic Circulation for

increased traffic demands requiring a four lane arterial design. The bridge channel is also incapable of handling a 100 year storm event.

In 2002 the City applied for Federal funding under the Highway Bridge Replacement and Repair Program (HBRRP) to replace the existing bridge. The allocated federal HBRRP funding for the Heacock Street Bridge allows the City to widen the bridge to accommodate a 76-foot wide curb-to-curb arterial design for two vehicular travel lanes in each direction. The bridge will meet current seismic design standards and consist of a four cell reinforced concrete box culvert that will accommodate the 100 year storm event flows at the downstream end of the Heacock Channel. The bridge will join the existing two-lane Heacock Street and accommodate future Heacock Street Improvements as an arterial street as provided for in the City’s General Plan. The participating federal grant reimbursement funds include all the channel related work, and the street improvements over the bridge, including an additional 200 feet transition beyond the bridge approaches. The remaining 350 feet of street transition improvements, on both sides, are considered non-participating costs covered by the agency. This work is listed separately in the contract specifications as “Non-Participating Costs” on the bid schedule.

The Project was advertised for construction bids on October 27, 2011. Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 10:00 a.m., on November 28, 2011, for the subject project. The seven (7) valid bids received are as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. <b>KIP, Incorporated</b> .....	<b>\$2,016,166.00</b>
2. Riverside Construction Company, Inc. ....	\$2,043,370.50
3. KEC Engineering.....	\$2,076,823.00
4. G.B. Cooke, Inc. ....	\$2,320,445.00
5. Powell Constructors, Inc.....	\$2,332,424.00
6. 4-Con Engineering, Inc.....	\$2,641,106.00
7. Peterson-Chase General Engineering Construction, Inc.....	\$3,402,569.30

Staff has reviewed the bid by KIP, Incorporated and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. Federal funds require the establishment of project goals for use of Underutilized Disadvantaged Business Enterprises (UDBE) and Disadvantaged Business Enterprises (DBE). The contractor has met the minimum project goals for UDBE/DBE participation to be eligible for award. No outstanding issues were identified through review of the references submitted by KIP, Incorporated.

The contract duration is one hundred and eighty (180) working days. The Public Works Department is requesting a full road closure of Heacock Street from Iris Avenue to Cardinal Avenue, including adjacent side streets, as necessary, to facilitate the construction of bridge improvements for the duration of the project. The request for the road closure is due to major improvement work including, but not limited to the bridge demolition, channel construction, and other related road improvements. It is anticipated that the road will be fully open to traffic by October 1, 2012.

The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as March Joint Powers Authority (March JPA) personnel, March Air Reserve Base (MARB) personnel, March Air Reserve Base Fire personnel, law enforcement, City Fire Department, Waste Management of the Inland Empire, the postal service, the school districts, etc. The Contractor is required to provide driveway access to residents and businesses at all times. City staff has been working with March JPA and MARB, most particularly the MARB Fire Department, to coordinate emergency access during construction. Access to MARB and the Base's emergency fire department access will not be affected.

## **ALTERNATIVES**

1. Award the construction contract for the Heacock Street Bridge Over Perris Valley Storm Drain Lateral "A" Improvement project to KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562, the lowest responsible bidder, authorize the City Manager to execute a contract with KIP, Incorporated in the form attached hereto, authorize the issuance of a Purchase Order to KIP, Incorporated in the amount of \$2,217,783 (\$2,016,166 base bid amount plus 10% contingency) when the contract has been signed by all parties, authorize the Public Works Director and/or the City Engineer to execute any subsequent change orders to the contract with KIP, Incorporated, up to but not to exceed the Purchase Order contingency of \$201,167, subject to approval of the City Attorney, authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets, as necessary, for the construction of bridge and roadway improvements from January 2012 to October 1, 2012, and authorize the Public Works Director and/or the 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. *This alternative will allow for much needed improvements.*
  
2. Do not award the construction contract for the Heacock Street Bridge Over Perris Valley Storm Drain Lateral "A" Improvement project to KIP, Incorporated, 25740 Washington Avenue, Murrieta, CA 92562, the lowest responsible bidder, do not authorize the City Manager to execute a contract with KIP, Incorporated in the form attached hereto, do not authorize the issuance of a Purchase Order to KIP, Incorporated in the amount of \$2,217,783 (\$2,016,166 base bid amount plus 10% contingency) when the contract has been signed by all parties, do not authorize the Public Works Director and/or the City Engineer to execute any subsequent change orders to the contract with KIP, Incorporated, up to but not to exceed the Purchase Order contingency of \$201,617, subject to approval of the City Attorney, do not authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets, as necessary, for the construction of bridge and roadway improvements from January 2012 to October 1, 2012, and do not authorize the Public Works Director and/or the 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. *This alternative will delay the completion of needed improvements.*



**FISCAL IMPACT**

This project is federally funded. Caltrans allocated \$2,387,617 for the project - \$2,027,617 for the Construction phase plus \$360,000 for the Preliminary Engineering, Environmental, and Final Engineering Design phases. The City has appropriated \$522,218 in local match that will be paid for with TUMF (Fund 415) and Measure A (Fund 125) funds. Federal funding reimbursement is restricted to the Heacock Street Bridge project and the City funding is restricted to capital improvements, and cannot be used for operational activities. There is no impact to the General Fund.

**AVAILABLE CONSTRUCTION FUNDS:**

Fiscal Year 2011 / 2012 (Account No. 125.66825) (Measure A) .....	\$2,494,000
Fiscal Year 2011 / 2012 (Account No. 415.72827) (TUMF Capital Projects) ....	\$229,000
<b><u>Total Available Construction Funds</u></b> .....	<b>\$2,723,000</b>

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Design Support Services during Construction .....	\$26,000
Contractor Construction Costs (includes 10% contingency).....	\$2,218,000
Construction Geotechnical Services.....	\$88,000
Construction Survey Services .....	\$42,000
Deputy Construction Inspection Services .....	\$97,000
Project Administration* .....	<u>\$95,000</u>
<b><u>Total Estimated Construction Related Costs</u></b> .....	<b>\$2,566,000</b>

\* Public Works and consultant staff will provide Project Administration.

**ANTICIPATED PROJECT SCHEDULE:**

Notice of Award .....	December 2011
Start Construction.....	January 2012
Complete Construction.....	October 2012

**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.

**POSITIVE ENVIRONMENT:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

This federally funded project will reconstruct the Heacock Street Bridge over Perris Valley Storm Drain Lateral “A”. City Council is requested to approve the award of the construction contract to KIP, Incorporated and authorize the issuance of a purchase order to KIP, Incorporated in the amount of \$2,217,783. Furthermore, staff asks City Council to authorize a full road closure of Heacock Street between Iris Avenue and Cardinal Avenue, including adjacent side streets.

**NOTIFICATION**

March Air Reserve Base personnel, March Air Reserve Base Fire, March Joint Powers Authority personnel, 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
- Attachment “B” – Contract Agreement

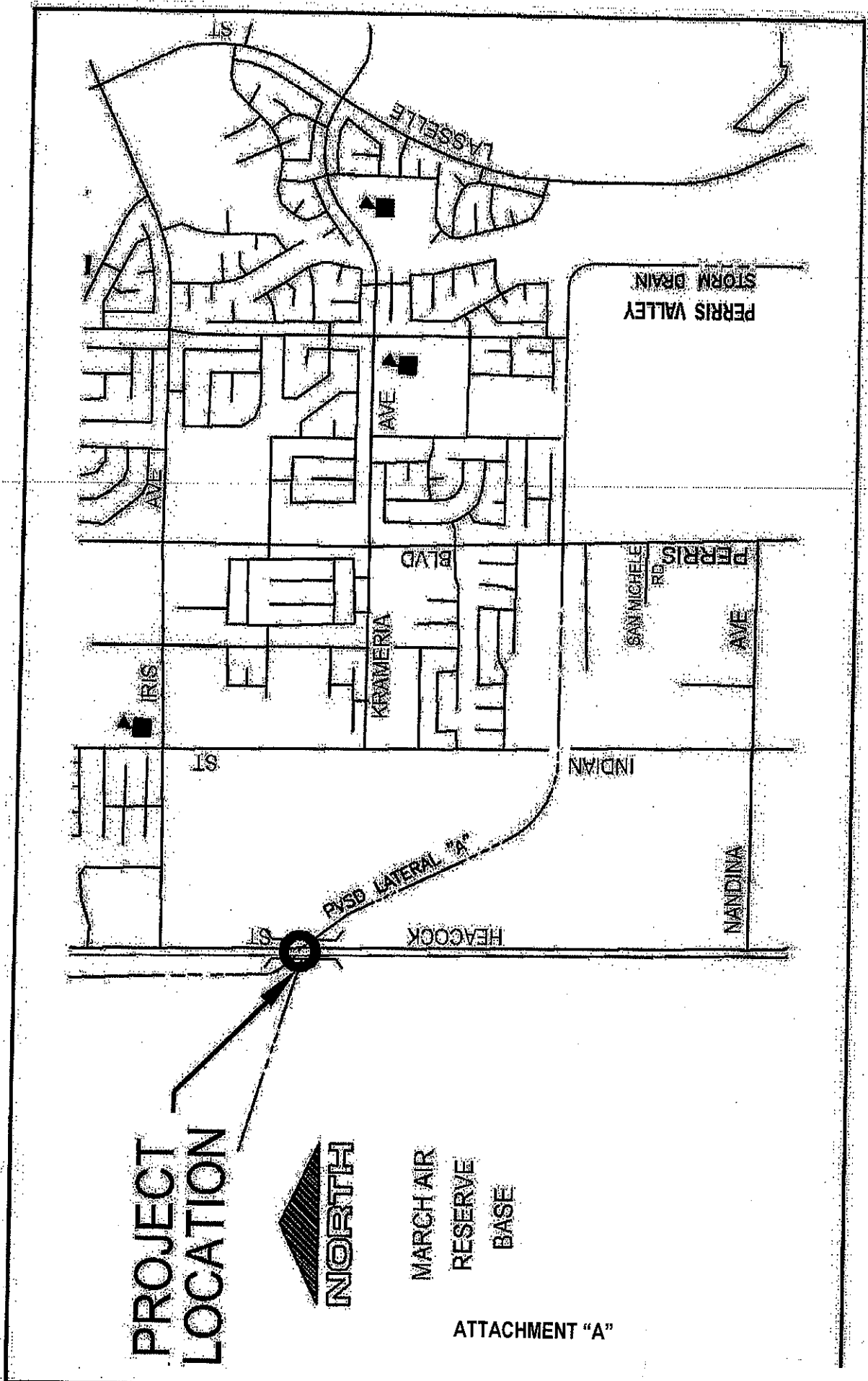
Prepared By:  
 Guy Pegan  
 Senior Engineer, P.E.

Department Head Approval:  
 Rick Hartmann  
 Interim Public Works Director

Concurred By:  
 Prem Kumar, P.E.  
 Deputy Public Works Director/Acting 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**



**MARCH AIR  
RESERVE  
BASE**

**ATTACHMENT "A"**

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**AGREEMENT**

**CITY PROJECT NO. 06-12566825  
FEDERAL PROJECT NO. BRLS-5441(039)**

**CITY OF MORENO VALLEY  
HEACOCK STREET BRIDGE REPLACEMENT PROJECT**

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 **KIP, Incorporated** hereinafter called the "Contractor."

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

1. The complete Contract includes all of the Contract documents as if set forth in full herein, to wit, the Contract Agreement, any and all Contract Change Orders issued after the execution of the Contract Agreement, **Addenda No(s) 1 and 2** issued prior to the opening of the Bids, the Bound Bid Documents, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance, all of which are essential parts of this Contract and made a part of this Contract Agreement. In the event of any conflict in the provisions thereof, the terms of said Contract documents as set forth above shall control, each over the other, in the order provided.
2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.
3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of \$ **2,016,166**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.
4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) 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 eighty (180) 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 ordering of materials and construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

**Attachment "B"**

**AGREEMENT**  
**PROJECT NO. 06-12566825**

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$800.00 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), the Moreno Valley Community Services District (CSD), Western Riverside Council of Governments (WRCOG), the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), and the Riverside County Flood Control & Water Conservation District (RCFC&WCD), 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), the Moreno Valley Community Services District (CSD), Western Riverside Council of Governments (WRCOG), the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), and the Riverside County Flood Control & Water Conservation District (RCFC&WCD), 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, the Moreno Valley Community Services District and the Riverside County Flood Control & Water Conservation District, Western Riverside Council of Governments (WRCOG), California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), 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. 06-12566825**

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT**  
**PROJECT NO. 06-12566825**

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), the Moreno Valley Community Services District (CSD), the Riverside County Flood Control & Water Conservation District (RCFC&WCD), the County of Riverside, Western Riverside Council of Governments (WRCOG), the California Department of Transportation (Caltrans), and the Federal Highway Administration (FHWA), its officers, agents, employees, representatives and consultants 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 of Moreno Valley, RDA, CSD, RCFC&WCD, the County of Riverside, WRCOG, Caltrans, and FHWA, 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.



**AGREEMENT**  
**PROJECT NO. 06-12566825**

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.

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.

14. 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.

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

16. 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. 06-12566825**

CITY OF MORENO VALLEY,  
Municipal Corporation

KIP, Incorporated

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

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

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

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

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

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____
City Attorney
_____
Date
RECOMMENDED FOR APPROVAL:
_____
Department Head
_____
Date

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

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

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

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

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

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

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

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

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

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

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

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

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

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

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  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

- Securely attach this document to the signed document

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

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

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

**CITY PROJECT NO. 06-12566825  
FEDERAL PROJECT NO. BRLS-5441(039)**

**CITY OF MORENO VALLEY  
HEACOCK STREET BRIDGE REPLACEMENT PROJECT**

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 KIP, Incorporated as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, and identified as **Project No. 06-12566825**, is hereby referred to and made a part hereof; and

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 06-12566825**

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

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 2011.

**CONTRACTOR (Principal)**

**SURETY**

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_  
Attorney-in-Fact

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

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

Approved as to Form this

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

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

**NOTE:**

- This bond must 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.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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

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

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

**CITY PROJECT NO. 06-12566825  
FEDERAL PROJECT NO. BRLS-5441(039)**

**CITY OF MORENO VALLEY  
HEACOCK STREET BRIDGE REPLACEMENT PROJECT**

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 KIP Incorporated, as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, and identified as **Project No. 06-12566825**, is hereby referred to and made a part hereof; and

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 06-12566825**

**BOND NO.**

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 2011.

CONTRACTOR (Principal)

SURETY

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_  
Attorney-in-Fact

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

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

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 2011

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

**NOTE:**

- This bond must 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.



CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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DESCRIPTION OF THE ATTACHED DOCUMENT

BIDDER'S SIGNATURE PAGE  
(Title or description of attached document)

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(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

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

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- Securely attach this document to the signed document:

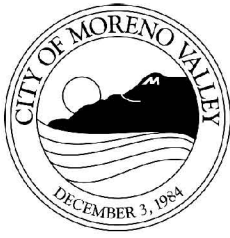
CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF UTILITIES FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET  
PROJECT NO. 12-12599520

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$936,000 (\$780,000 plus 20% contingency) from Account No. 412.99532.7200.
2. Authorize payment to SCE in an amount up to \$936,000 for relocation of SCE facilities associated with the street improvements on Cactus Avenue and Nason Street.

### BACKGROUND

On April 26, 2011, the City Council approved an Economic Development Action Plan that re-sequenced Capital Improvement projects to fast-track the street improvements on Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On May 24, 2011, the City Council authorized the Public Works Director/City Engineer to execute the Program Supplement Agreement with the California Department of Transportation (Caltrans) for the Cactus Avenue Improvements project. This agreement established the policies and procedures for Caltrans reimbursement of \$1 million funding for the State-Local Partnership Program (SLPP) grant program.

On June 14, 2011, the City Council approved the Fiscal Year 2011/2012 budget pending funding for Cactus Avenue between Lasselle Street and Nason Street, and the extension of Nason Street southerly to connect Cactus Avenue with Iris Avenue.

On July 12, 2011, the City Council approved the Agreement for Professional Construction Management and Construction Inspection Consultant Services with Transtech Engineers, Inc. in the contract amount of \$868,870.

On October 11, 2011, the City Council approved an early construction completion financial incentive in the amount of up to \$100,000 to be included in the construction bid documents as an incentive for the successful lowest responsible bidder to complete the project up to two months ahead of the stipulated contract completion date.

### **DISCUSSION**

The proposed improvements along Cactus Avenue between Lasselle Street and Nason Street consist of roadway widening to the ultimate paved width to provide four travel lanes with curb and gutter. To make room for street widening, it is necessary to relocate the existing Southern California Edison (SCE) overhead facilities which includes thirty seven (37) power poles, located on the south side of Cactus Avenue between Lasselle Street and Nason Street. The overhead SCE facilities will be relocated underground within the proposed southerly parkway of the widened Cactus Avenue.

The City's Contractor will be required to install the electrical ducts and structures as designed by SCE. Once these ducts and structures are installed, SCE crews will pull the necessary electrical and communication cables and energize the underground system and eventually remove the thirty seven (37) power poles. The City's Contractor will only be able to complete the road improvements on the south side of Cactus Avenue after SCE removes their poles. SCE has informed the City that there will be a power outage while they switch to the underground system and will inform and coordinate with their customers regarding the power outage.

SCE, upon completion of their design, will invoice the City for its cost for the undergrounding in January 2012. In order to keep this fast-track project on schedule, staff is requesting authorization to issue a Purchase Order and Payment to SCE up to \$936,000 based on the Utility Consultant's estimate of SCE's invoice amount.

### **ALTERNATIVES**

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$936,000 (\$780,000 plus 20% contingency) from Account No. 412.99532.7200, and authorize payment to SCE in an amount up to \$936,000 for relocation of SCE facilities associated with the street improvements on Cactus Avenue and Nason Street. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize the issuance of a Purchase Order to SCE in the amount of \$936,000 (\$780,000 plus 20% contingency) from Account No. 412.99532.7200, and do not authorize payment to SCE in an amount up to \$936,000 for relocation of SCE facilities associated with the street improvements on Cactus Avenue and Nason Street. *This alternative will delay the project.*

### FISCAL IMPACT

The funding sources for this project are: RDA Tax Increment Fund 892 (\$6M through an Agreement with Riverside County Flood Control and Water Conservation District), borrowed DIF Library and Corporate Yard Fund 412 (\$6.5M), DIF Arterial Streets Fund 416 (\$2.5M) - re-sequenced from Kitching Street Improvements project from Cactus Avenue to Gentian Avenue, General Fund 412 (\$1.3M) - re-sequenced from Heacock Street and Cactus Avenue Channel Improvements, DIF Traffic Signals Fund 417 (\$0.27M), Measure "A" Fund 125 (\$3.1M) - re-sequenced from Reche Vista Drive Realignment project, and anticipated SLPP Grant monies Fund 125 (\$1M). Total available funding is \$20,672,000. Assumptions for this project include that the adjacent property owners will dedicate and be credited for an estimated \$1M towards right of way.

### BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:

Fiscal Year 2011/2012 Cactus/Nason Improvements Total Budget ..... \$20,672,000

#### Per funding detail listed below:

Measure A (Account No. 125.99520) .....	\$3,100,000
SLPP Grant (Account No. 125.99521) .....	\$1,000,000
General Fund (Account No. 412.99532).....	\$1,000,000
General Fund (Account No. 412.99523).....	\$300,000
Corporate Yard DIF (Account No. 412.99522) .....	\$2,500,000
Library DIF (Account No. 412.99531).....	\$4,000,000
Arterial Street DIF (Account No. 416.99533).....	\$2,500,000
Traffic Signal DIF (Account No. 417.99535).....	\$272,000
RDA Tax Increment (Account No. 892.99524).....	\$6,000,000

### ESTIMATED PROJECT COSTS:

Consultant Construction Management and Inspection Costs.....	\$999,000
City's Plan Check and Project Management Administration * .....	\$990,000
Construction Phase Technical Services (Survey, Geo, Design Support, etc.)	\$1,100,000
Maximum Financial Incentive .....	\$100,000
<b>Edison Hard Costs (includes contingency) .....</b>	<b>\$936,000</b>
Construction and Utility Relocation Costs .....	\$16,547,000
Total Estimated Project Costs .....	\$20,672,000

\* Public Works and in-house consultant staff will provide Plan Check and Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Complete PS&E .....	Fall 2011
Public Bid and Award of Construction .....	Three Months Thereafter
Complete Construction.....	Approximately Eleven to Fourteen 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.

**SUMMARY**

This action authorizes issuance of a Purchase Order in the amount of \$936,000 to SCE for the undergrounding of facilities and removal of thirty-seven (37) power poles owned by SCE along the south side of Cactus Avenue between Lasselle Street and Nason Street.

**ATTACHMENTS**

Attachment "A" – Location Map

Attachment "B" – Purchase Requisition for Southern California Edison

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

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

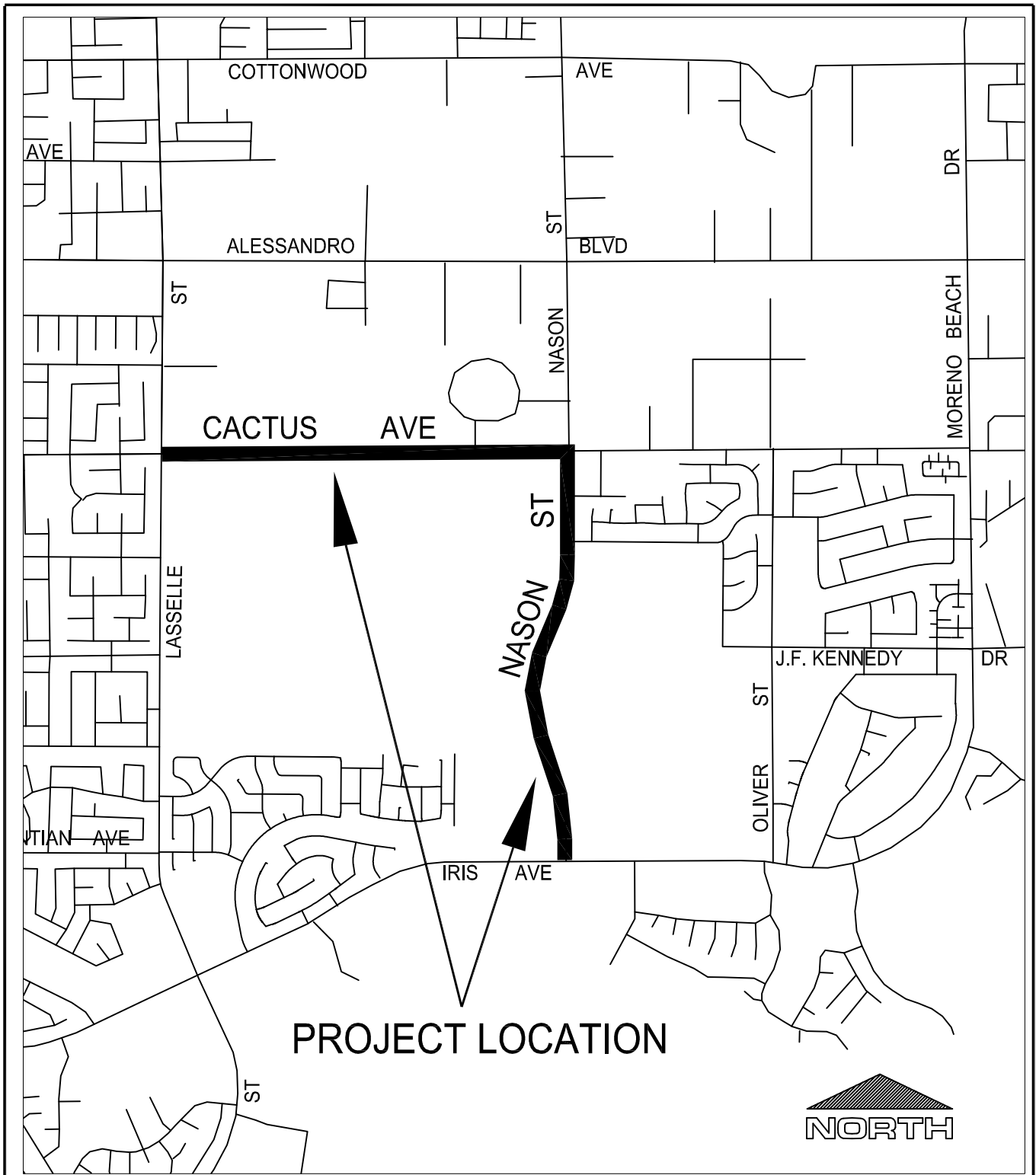
Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

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

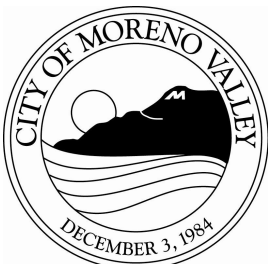
W:\CapProj\CapProj\PROJECTS\Viren - 11-12599520 - Highland Fairview Cactus and Nason\CC Reports\SCE Utility Relocation\12-13-11 SCE Utility Relocation Staff Report\_v2.doc

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**PROJECT LOCATION**



**CAPITAL IMPROVEMENTS PROJECT**

Public Works Department  
Capital Projects Division

**STREET IMPROVEMENTS**  
CACTUS AVENUE AND NASON STREET

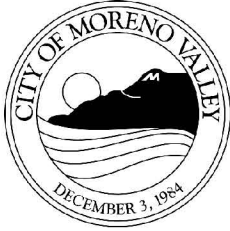
**LOCATION MAP**

**ATTACHMENT "A"**

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Purchasing Use Only		REQUISITION NUMBER					
SELECTED VENDOR NO.#		Vendor #3					
<b>PURCHASE REQUISITION</b>							
<b>CITY OF MORENO VALLEY</b>							
<small>Provide complete new vendor information or name-phone &amp; e-mail for current vendors</small>							
Vendor #1		Vendor #2					
Southern California Edison							
300 North Pepper Ave., Bldg C							
Rialto, CA 92376							
Michael Yarnell							
760.808.1599							
michael.yarnell@sce.com							
ITEM NUMBER	DESCRIPTION	QTY	UNIT OF MEASURE	ESTIMATED UNIT COST	ESTIMATED TOTAL	ACTUAL UNIT COST	ACTUAL TOTAL
	(1) To make changes after initial entry double click on text (2) If text does not fit in row (260 characters max) use more rows						
	Estimated cost for Southern California Edison (SCE) to underground its facilities and remove 37 power poles which will allow for widening Cactus Avenue to its ultimate for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street, and along Nason Street between Cactus Avenue and Iris Avenue, City Project No. 12-12599520	1	Lump Sum	\$780,000.00	\$780,000.00		
	The City has a Franchise Agreement with the utility companies with a clause that holds the City harmless, so no additional insurance is necessary.						
	20% Contingency	1.00	Lump Sum	\$156,000.00	\$156,000.00		
<b>Notes:</b>				Est. Shipping:		Shipping:	
				Est. Tax:		Tax:	
				Est. Total:	\$936,000.00	Total Spend:	
I hereby certify upon my own personal knowledge that the articles or materials requested hereon are necessary for use by the department for the purpose indicated above, and that there are sufficient funds in the budget of this office or department approved for the payment of same. (Sign Below)				<b>Business Unit and Expenditure Code</b> (e.g. 31510.6221.225)		<b>Amount of Expenditure</b>	
Requested by Viren Shah, Linda Wilson, and Lee Ann Florez				Date: 11/15/2011		NOTE: CANNOT SPLIT BETWEEN FUNDS	
Division Manager (\$15K)				Date:		412.99532.NASCAC1.X.7200	
Department Head (\$30K)				Date:			
Financial & Admin. Svcs. Director (\$50K)				Date:			
City Manager (\$100K)				Date:			
				100.0%		\$936,000.00	
				Allocated Total Spend:		\$936,000.00	

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** ACCEPTANCE OF CALTRANS HSIP CYCLE 4 GRANT AND FUNDING APPROPRIATION FOR ALESSANDRO MEDIAN BETWEEN INDIAN AND PERRIS PROJECT

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project.
2. Authorize the \$1,000,000 appropriation of unencumbered Measure "A" funds (Fund 125) for the design and construction costs of the Alessandro Boulevard median between Indian Street and Perris Boulevard project.

### BACKGROUND

The Highway Safety Improvement Program was established in 2005 by Federal law as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements. Eligible expenditures for this competitive grant program are limited to preliminary engineering, right of way acquisition, construction, and reconstruction.

At the November 30, 2010 City Council meeting, City Council approved the submittal of the grant application for the Cycle 4 HSIP. On March 2, 2011, the City received notification from Caltrans of a successful grant application in the amount of \$900,000 (90% of the estimated project costs) for the project. On November 1, 2011, the City received Caltrans authorization to start the design of the project. The project is

currently listed in the FY11/12 Capital Improvement Plan as the Alessandro Boulevard Median/Indian Street to Perris Boulevard. The project is currently unfunded.

## **DISCUSSION**

A safety analysis identified a high rate of collisions, including pedestrian collisions, along Alessandro Boulevard between Indian Street and Perris Boulevard. In order to address this, the project will install/construct the following:

- A raised median along Alessandro Boulevard from 350 feet east of Indian Street to Perris Boulevard.
- Install a traffic signal at the intersection of Alessandro Boulevard and Covey Quail Lane and construct ADA compliant pedestrian access ramps.
- Construct dual left turn lanes in the eastbound and westbound directions of Alessandro Boulevard at Perris Boulevard, modify the existing traffic signal, and construct ADA compliant pedestrian access ramps.

The raised median along Alessandro Boulevard is anticipated to reduce the collision rates. The proposed traffic signal at Alessandro Boulevard and Covey Quail Lane will assist pedestrians crossing Alessandro Boulevard from the residential area on the north to the commercial centers on the south. Finally, the improvements at Perris Boulevard and Alessandro Boulevard are anticipated to enhance pedestrian mobility through the intersection and reduce congestion.

Per the provisions of the HSIP grant, the City is required to use its own funds to implement the project and then receive reimbursement progress payments.

## **ALTERNATIVES**

1. Accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project, and authorize the \$1,000,000 appropriation of unencumbered Measure "A" funds (Fund 125) for the design and construction costs of the Alessandro Boulevard median between Indian Street and Perris Boulevard project. *This alternative will allow the City to receive the Cycle 4 HSIP reimbursement for the project and construct safety improvements.*
2. Do not accept the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 4 grant award of up to \$900,000 in funds for the Alessandro Boulevard Median between Indian Street and Perris Boulevard project, and do not authorize the \$1,000,000 appropriation of unencumbered Measure "A" funds (Fund 125) for the design and construction costs of the Alessandro Boulevard median between Indian Street and Perris Boulevard project. *This alternative will prohibit the City from receiving the Cycle 4 HSIP reimbursement for this project and defer design and construction until a later date.*

**FISCAL IMPACT**

The Cycle 4 HSIP grant will provide for reimbursement of up to \$900,000 (90% of project costs). The City will provide a local match of \$100,000, the total estimated cost to the City upon reimbursement by Caltrans. Staff is requesting the City Council to approve the \$1,000,000 appropriation of Measure “A” fund balance for the design and construction phase of the project. The total cost of this project is estimated at \$1,000,000, and there is no impact to the General Fund.

**FISCAL YEAR 2011/2012 FUNDS AVAILABLE:**

Measure “A” Funds (Fund 125.NEW)..... \$1,000,000

**ESTIMATED PROJECT RELATED COSTS:**

Design .....	\$150,000
Construction .....	\$730,000
Construction Geotechnical Services.....	\$40,000
Construction Survey Services .....	\$40,000
Project Administration .....	<u>\$40,000</u>
Total .....	\$1,000,000

**ANTICIPATED PROJECT SCHEDULE:**

Complete Design.....	December 2012
Receive Authorization for Construction .....	April 2013
Award Construction Contract .....	July 2013
Complete Construction.....	December 2013

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:**

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

**PUBLIC SAFETY:**

Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous materials 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.

**ATTACHMENTS**

Attachment “A” – Location Map

Prepared By:  
Michael Lloyd, P.E.  
Senior Engineer

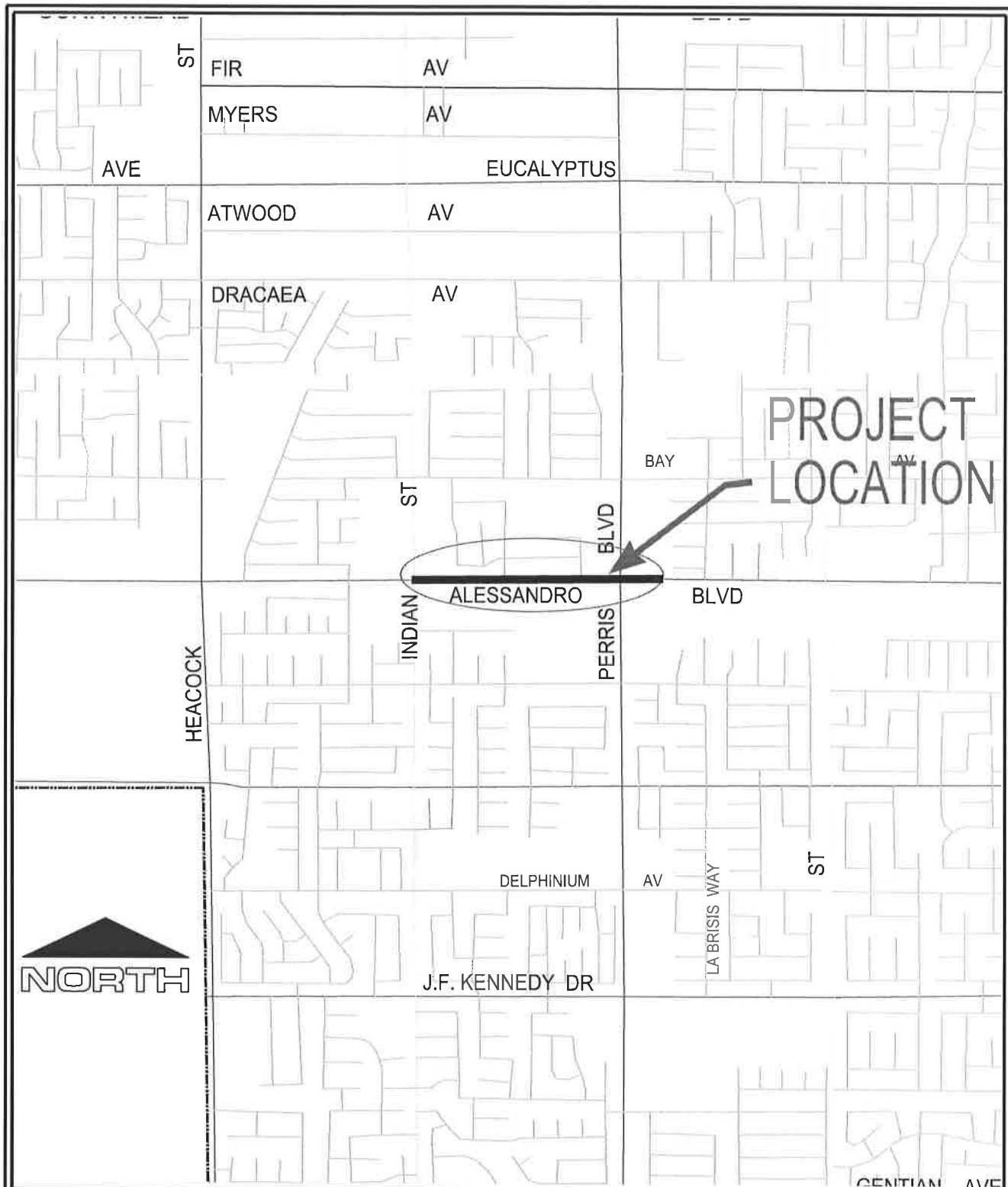
Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Acting 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

Cycle 4, No. 1

FY 2010/2011, CYCLE 4 (HSIP)

## ALESSANDRO BOULEVARD

FROM INDIAN STREET TO 500FT EAST OF PERRIS BOULEVARD

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# Budget Appropriation Adjustment Form



City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552  
[www.moval.org](http://www.moval.org)

1 Date: November 10, 2011  
2 Department: Public Works  
3 Division: Capital Projects Division

4 **Type of Adjustment:**

- 5  A) New/Additional Appropriations (Expense) from Reserves/Fund Balance  
6 Required Signatures: 1: City Council
- 7  B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).  
8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 9  C) Transfers between Funds & Departments (no net budgetary impact)  
10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 11  D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)  
12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 13  E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)  
14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

Council Action Date

Council Action No.

15  Revenue  Fund Balance

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
125	125	3911	\$8,545,722	(\$1,000,000)	\$7,545,722	The City has received a Highway Safety Improvement Program Grant award of \$900,000 for the Alessandro Blvd. Median from Indian St. to Perris Blvd. project. The federal-aid award requires a non-reimbursable City match of \$100,000.
					\$0	
					\$0	
					\$0	
TOTAL			\$8,545,722	(\$1,000,000)	\$7,545,722	

22 **Expense**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
125	New.A	7200	\$0	\$900,000	\$900,000	The City has received a Highway Safety Improvement Program Grant award of \$900,000 for the Alessandro Blvd. Median from Indian St. to Perris Blvd. project. The federal-aid award requires a non-reimbursable City match of \$100,000.
125	New.B	7200	\$0	\$100,000	\$100,000	
					\$0	
					\$0	
TOTAL			\$0	\$1,000,000	\$1,000,000	

29 **Transfer OUT (From)**

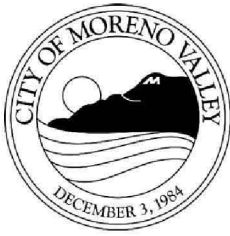
Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
		6923			\$0	
		6923			\$0	
TOTAL			\$0	\$0	\$0	

34 **Transfer IN (To)**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
		4701			\$0	
		4701			\$0	
TOTAL			\$0	\$0	\$0	

39 Prepared by: Requestor Linda Wilson Extension: 3132 Date: 11/10/11  
40 Authorization: Department Head MTC Extension: \_\_\_\_\_ Date: \_\_\_\_\_  
41 Approval as to Funds: Budget Officer \_\_\_\_\_ Extension: \_\_\_\_\_ Date: \_\_\_\_\_  
42 Authorization: Fin. & Admin. Svcs. Dir. \_\_\_\_\_ Extension: \_\_\_\_\_ Date: \_\_\_\_\_  
43 Authorization: City Manager \_\_\_\_\_ Extension: \_\_\_\_\_

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APPROVALS	
BUDGET OFFICER	<i>AS</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MJS</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INDIAN STREET BICYCLE LANES FROM IRIS AVENUE TO KATRINA AVENUE PROJECT  
PROJECT NO. 11-12556331

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Award the construction contract for the Indian Street Bicycle Lanes from Iris Avenue to Katrina Avenue Project to Elite Companies US, Inc., the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with Elite Companies US, Inc. in the form attached hereto.
3. Authorize the issuance of a Purchase Order to Elite Companies US, Inc. for a total amount of \$115,280.10 (\$96,066.75 base bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director to execute any subsequent change orders to the contract with Elite Companies US, Inc., up to but not to exceed the Purchase Order's total contingency of \$19,213.35, subject to the approval of the City Attorney.

### **BACKGROUND**

The City received a Fiscal Year 2010/2011 Bicycle Transportation Account (BTA) grant from Caltrans to design and construct this project. On February 8, 2011, City Council accepted the BTA grant and appropriated funds for design and construction. On March 20, 2011, the City received a fully executed agreement with Caltrans to move the project forward. Per the agreement, the City must complete the project prior to April 1,

2016, otherwise the project would not be eligible for reimbursement. The design and construction documents have been prepared by in-house staff as a cost saving solution for the City. In October 2011, the Plans and Specifications were approved by the City Engineer, and the project was advertised for construction bids.

The Planning Division of the Community and Economic Development Department determined on September 6, 2011, that this project is exempt from the California Environmental Quality Act (CEQA) as it is classified as a Class 4 Categorical Exemption under Section 15304(h) and a Class 1 Categorical Exemption under Section 15301(c); therefore, environmental documents are not required.

**DISCUSSION**

This project will construct Class II Bikeway Improvements on Indian Street between Iris Avenue and Katrina Avenue per the BTA grant. As a point of reference, a Class II Bikeway provides a striped lane for one-way bike travel on a street or highway. Class II Bicycle Lanes currently exist along Indian Street north of Katrina Avenue to Alessandro Boulevard. Specific work for this project will consist of the installation of new bike lane signs, pavement striping, bicycle detection at traffic signals, and additional pavement in areas to accommodate the bicycle lanes.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on November 16, 2011, for the subject project. The six (6) valid bids received are as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. <b>Elite Companies US, Inc.....</b>	<b>\$96,066.75</b>
2. KASA Construction, Inc. ....	\$114,235.00
3. Aramexx Construction .....	\$119,743.00
4. Southland Construction .....	\$138,400.00
5. AToM Engineering Construction, Inc. ....	\$148,588.00
6. All American Asphalt .....	\$158,731.30

Engineer’s Estimate ..... \$116,250

Staff has reviewed Elite Companies US, Inc.’s bid and finds it to be the lowest responsive bid. Furthermore, Elite Companies US, Inc. is in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by Elite Companies US, Inc. in their bid.

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

The Contractor will notify, and provide safe ingress and egress to all potentially affected property owners about the construction, as well as law enforcement, the Fire

Department, Waste Management of the Inland Empire, the postal service, the school district, and other affected entities. The Contractor will coordinate construction activities such that impacts to motorists and pedestrians are minimized, specifically around Rainbow Ridge Elementary School and March Middle School.

**ALTERNATIVES**

1. Award the construction contract for the Indian Street Bicycle Lanes from Iris Avenue to Katrina Avenue Project to Elite Companies US, Inc., the lowest responsible bidder, authorize the City Manager to execute a contract with Elite Companies US, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Elite Companies US, Inc. for a total amount of \$115,280.10 (\$96,066.75 base bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director to execute any subsequent change orders to the contract with Elite Companies US, Inc., up to but not to exceed the Purchase Order’s total contingency of \$19,213.35, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements and meet the requirements of the BTA grant.*
  
2. Do not award the construction contract for the Indian Street Bicycle Lanes from Iris Avenue to Katrina Avenue Project to Elite Companies US, Inc., the lowest responsible bidder, do not authorize the City Manager to execute a contract with Elite Companies US, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Elite Companies US, Inc. for a total amount of \$115,280.10 (\$96,066.75 base bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director to execute any subsequent change orders to the contract with Elite Companies US, Inc., up to but not to exceed the Purchase Order’s total contingency of \$19,213.35, subject to the approval of the City Attorney. *This alternative will delay the construction of these needed improvements and could put the BTA grant reimbursement at risk.*

**FISCAL IMPACT**

This project is included in the Fiscal Year 2011/2012 Capital Improvements Project Budget and is financed by Measure “A” (Fund 125). Caltrans will reimburse 90% of the eligible project costs up to \$152,458 per the BTA grant accepted by the City. The funding for this project is restricted to bicycle related improvements and cannot be used for operational activities. There is no impact to the General Fund.

**AVAILABLE FUNDS FISCAL YEAR 2011/2012:**

Indian Street Bicycle Lanes / Iris to Katrina (Account No. 125.56331) .....	<u>\$165,077</u>
<b>Total Funds Available .....</b>	<b>\$165,077</b>

**ESTIMATED DESIGN RELATED COSTS:**

Design Completion.....	\$20,000
<b>Total Design Related Costs.....</b>	<b>\$20,000</b>

**ESTIMATED CONSTRUCTION RELATED COSTS:**

Construction (Includes 20% contingency) .....	\$115,000
Construction Surveying Costs .....	\$6,000
Construction Geotechnical Costs .....	\$8,000
Project Administration and Inspection Services .....	\$12,000
<b>Total Estimated Construction Related Costs .....</b>	<b>\$141,000</b>

**TOTAL PROJECT RELATED COSTS ..... \$161,000**

**ANTICIPATED PROJECT SCHEDULE:**

Start Construction.....	January 2012
Complete Construction.....	March 2012

**CITY COUNCIL GOALS**

**POSITIVE ENVIRONMENT:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

This project will construct Class II Bikeway Improvements on Indian Street between Iris Avenue and Katrina Avenue. The City Council is requested to approve the award of the construction contract to Elite Companies US, Inc.

**ATTACHMENTS**

- Attachment “A” – Location Map
- Attachment “B” – Agreement with Elite Companies US, Inc.



Prepared By:  
Michael Lloyd  
Senior Engineer, P.E.

Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

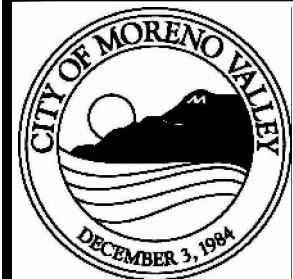
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Acting City Engineer

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

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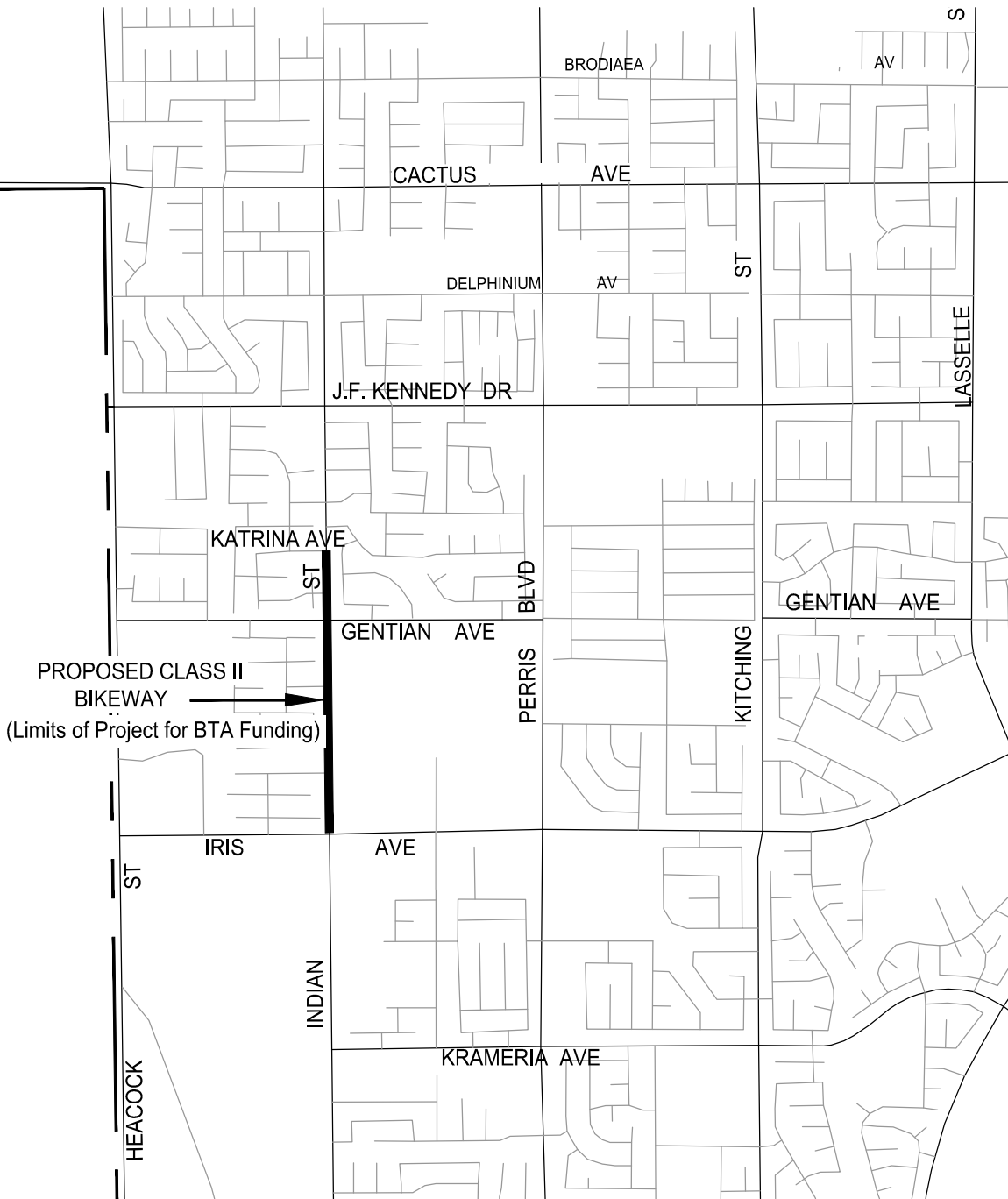
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User: jostf



## LOCATION MAP

INDIAN STREET - FROM IRIS AVENUE TO KATRINA AVENUE  
PROPOSED CLASS II BIKEWAY  
Attachment "A"



PROPOSED CLASS II  
BIKEWAY  
(Limits of Project for BTA Funding)



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**AGREEMENT**

**PROJECT NO. 11-12556331**

**STREET IMPROVEMENTS**

**Indian Street Bicycle Lanes From Iris Avenue to Katrina 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 **Elite Companies US, 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 **\$96,066.75** subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. After the Agreement has been fully executed by the Contractor and the City, the Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the "Notice to Proceed to Fulfill Preconstruction Requirements," which constitutes the start of the contract thirty-five (35) working days. Preconstruction

**AGREEMENT**  
**PROJECT NO. 11-12556331**

Requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan
- Submitting and obtaining approval of required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

After all preconstruction requirements are met, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Change Orders. The thirty-five (35) working days include the time necessary to both Fulfill Preconstruction Requirements and for Construction of the project.

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 \$390.00 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

**AGREEMENT  
PROJECT NO. 11-12556331**

of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

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

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

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

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

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

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

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

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

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this 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.

**AGREEMENT**  
**PROJECT NO. 11-12556331**

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

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

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

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

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

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

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



**AGREEMENT  
PROJECT NO. 11-12556331**

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, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

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

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

14. 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.

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

16. 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.

17. Contractor shall abide by the requirements of the Fair Employment and Housing Act Addendum as presented in Appendix E.

18. Contractor acknowledges that this is a Bicycle Transportation Account (BTA) project as governed by the Local Agency – State Agreement for Bicycle Transportation Account Project, Agreement No. BTA 1011-08-SBD-01 and provisions of said agreement apply to the contractor and its subcontractors. Specifically, the Contractor shall abide by Article V – Fiscal Provisions and Article VI – Audits, Records Retention and Reports as provided in Appendix F.

**(SIGNATURE PAGE FOLLOWS)**

**AGREEMENT  
PROJECT NO. 11-12556331**

CITY OF MORENO VALLEY, a Municipal Corporation

Elite Companies US, Inc.

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:
_____
Interim Public Works Director <i>(if contract exceeds \$15,000)</i>
_____
Date

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

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

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

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

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

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

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

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

**Attachment: Exhibit A – Fair Employment and Housing Act Addendum**

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

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

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

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

W:\CapProj\CapProj\PROJECTS\Michael 11-12556331 - (BTA) Indian St Bike Lanes between Iris and Katrina\CC Reports\NOA\Attachment B - Agreement.DOC

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

# SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

## DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

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

\_\_\_\_\_  
Additional Information

## CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO).
- 99- ily attach this document to the signed document. **Item No. A.9**

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

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

**FAITHFUL PERFORMANCE BOND**

**(100% of Total Contract Amount)**

**PROJECT NO. 11-12556331**

**STREET IMPROVEMENTS**

**Indian Street Bicycle Lanes From Iris Avenue to Katrina 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 Elite Companies US, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 11-12556331**, is hereby referred to and made a part hereof; and

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 11-12556331**

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

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

**CONTRACTOR (Principal)**

**SURETY**

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_  
Attorney-in-Fact

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

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

Approved as to Form this

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

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

**NOTE:**

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

Corporate Seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT

**FAITHFUL PERFORMANCE BOND SIGNATURE PAGE**

(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

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

Additional Information

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

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner (s)
- Attorney-in-Fact
- Other \_\_\_\_\_

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

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

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

**PROJECT NO. 11-12556331**  
**STREET IMPROVEMENTS**

**Indian Street Bicycle Lanes From Iris Avenue to Katrina 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 Elite Companies US, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 11-12556331, is hereby referred to and made a part hereof; and

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 11-12556331**

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

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

**CONTRACTOR (Principal)**

**SURETY**

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

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

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

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

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

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

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

Print Name: \_\_\_\_\_  
Attorney-in-Fact

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

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

Approved as to Form this

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

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

**NOTE:**

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

Corporate Seal may be affixed hereto.



CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

**LABOR AND MATERIALS PAYMENT BOND**  
**SIGNATURE PAGE**  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_

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

\_\_\_\_\_  
Additional Information

**ADDITIONAL OPTIONAL INFORMATION**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

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

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

CAPACITY CLAIMED BY THE SIGNER

Individual(s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)

Partner (s)  
 Attorney-in-Fact  
 Other \_\_\_\_\_

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## **FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM**

1. In the performance of this AGREEMENT, ELITE COMPANIES US, INC. will not discriminate against any employee for employment because of race, sex, sexual orientation, religion, age, ancestry, national origin, pregnancy leave, or disability leave. ELITE COMPANIES US, INC. will take affirmative action to ensure that employees are treated during employment, without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ELITE COMPANIES US, INC. shall post in conspicuous places, available to employees for employment, notices to be provided STATE setting forth the provisions of this Fair Employment section.

2. ELITE COMPANIES US, INC. and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs. Title 2, §7285.0, et seq.) The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code, section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. ELITE COMPANIES US, INC. and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ELITE COMPANIES US, INC. shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

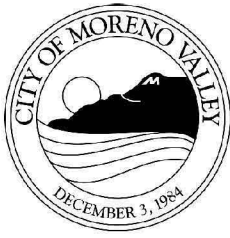
4. ELITE COMPANIES US, INC. will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violations:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ELITE COMPANIES US, INC. was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ELITE COMPANIES US, INC. has violated the Fair Employment Practices Act and has issued an order under Labor Code, section 1426 which has become final or has obtained an injunction under Labor Code, section 1429.

**Exhibit "A"**

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services hereunder shall be borne and paid for by ELITE COMPANIES US, INC. and by the surety under the performance bond, if any, STATE may deduct from any moneys due or thereafter may become due to ELITE COMPANIES US, INC., the difference between the price named in the AGREEMENT and the actual cost thereof to STATE to cure ELITE COMPANIES US, INC.'S breach of this AGREEMENT.



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** AUTHORIZATION TO AWARD AGREEMENT FOR PROFESSIONAL DESIGN AND PROJECT MANAGEMENT CONSULTANT SERVICES FOR THE STREET IMPROVEMENTS FOR NASON STREET FROM CACTUS AVENUE TO FIR AVENUE PROJECT – PROJECT NO. 15-12185820

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue.
2. Authorize the City Manager to execute the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants in the form attached hereto.
3. Authorize the issuance of a Purchase Order to Proactive Engineering Consultants in the amount of \$998,716.00 when the Agreement has been signed by all parties.
4. Authorize the Public Works Director to execute any subsequent amendments to the Agreement with Proactive Engineering Consultants, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney.

### **BACKGROUND**

The project consists of approximately 9,200 linear feet of ultimate width street improvements along Nason Street from Cactus Avenue to Fir Avenue, including related storm drain facilities, upgrading of existing traffic signals, undergrounding of utility lines, and coordination with Eastern Municipal Water District for the relocation of an existing

booster station and associated facilities. The current City General Plan Circulation Plan depicts different street classifications for Nason Street for the referenced segment. The design scope of work, consequently, includes revisiting this designation by conducting traffic analysis projections and alignment studies, which will result in the design of the remaining ultimate improvements consistent with good engineering principles, and concurrence from City officials.

On July 26, 2011, the City Council adopted Resolution No. 2011-81 approving the sale, execution, and delivery of not more than \$20 million in principal amount of California Communities Gas Tax Revenue Certificates of Participation (COPS), Series 2011B (TRIP – Total Road Improvement Program). The City Council also authorized the addition of the Nason Street Project from Cactus Avenue to Fir Avenue in the FY 2011-12 CIP and the appropriation of up to \$15 million for the project.

Subsequently, City Council took action on October 25, 2011 to dismiss the judicial validation proceeding thereby ending the City's participation in the TRIP financing program. The City Council did this to accommodate the process for the remaining cities that were participating in the program. The judicial validation process for these cities has been successfully completed. Staff is confident that Moreno Valley's TRIP financing process will be equally successful. Staff will introduce the required documents to initiate the TRIP Gas Tax and Measure A financing on January 10, 2012. Staff anticipates that this process will be completed by April, 2012 if not contested and by June/July 2012 if contested. Based on this timeline, the funding will be available during this fiscal year. If there is an additional delay in the financing, staff will propose an alternative funding option to fund this design/engineering cost prior to June 30, 2012.

A portion of the overall segment (Nason Street from Alessandro Boulevard to Fir Avenue) is eligible for approximately \$10 million of Transportation Uniform Mitigation Fee (TUMF) reimbursement. The City will seek reimbursement of TUMF funds in the future for the smaller segment as funds become available.

## **DISCUSSION**

The Consultant will provide project management services, complete planning, environmental, right of way engineering, utility coordination, right of way acquisition services, and Plans, Specifications, and Engineer's Estimates (PS & E) to construct the street improvements, which include curbs, gutters, sidewalks, pavement, street lights, utility relocation, undergrounding of overhead utilities, drainage facilities, traffic signals, etc. within the existing and acquired right of way along Nason Street from Cactus Avenue to Fir Avenue.

In order to proceed with the planning and design efforts for the proposed improvements along Nason Street, staff solicited proposals from professional design consultants. Requests for Proposals for Professional Design and Project Management Services were requested by mass email to a list of several hundred professional consultants, posting to the City Website, and advertisement in the Press Enterprise. Ten (10) firms

responded by submitting proposals. A Selection Review Committee, comprised of Public Works Staff Engineers, reviewed and rated all proposals, based on qualification based selection criteria. After interviewing the four (4) top rated firms, Proactive Engineering Consultants was selected as the most qualified consultant to complete the subject project.

The Consultant will provide design services in three (3) progressive phases: Phase 1 - Alignment Study, Environmental, and 35% Level Completion; Phase 2 - 100% Level PS & E Completion; and Phase 3 - Advertising, Bidding Services, and Construction Support. Upon City Council approval of the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, the City will issue a Notice to Proceed for Phase 1 (35% plans, Summary Memorandum, and acceptance of environmental documentation) only. Upon successful completion of Phase 1, the City may issue written authorization to proceed with Phase 2 (Final PS & E) or terminate the contract. Similarly, upon successful completion of Phase 2, the City may issue written authorization to the Consultant to proceed with Phase 3 or terminate the contract.

## **ALTERNATIVES**

1. Approve the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue, authorize the City Manager to execute the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants in the form attached hereto, authorize the issuance of a Purchase Order to Proactive Engineering Consultants in the amount of \$998,716.00 when the Agreement has been signed by all parties, and authorize the Public Works Director to execute any subsequent amendments to the Agreement with Proactive Engineering Consultants, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney. *This recommendation will allow for the design of the much needed improvements along Nason Street.*
2. Do not approve the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants, for Street Improvements for Nason Street from Cactus Avenue to Fir Avenue, do not authorize the City Manager to execute the Agreement for Professional Design and Project Management Services with Proactive Engineering Consultants in the form attached hereto, do not authorize the issuance of a Purchase Order to Proactive Engineering Consultants in the amount of \$998,716.00 when the Agreement has been signed by all parties, and do not authorize the Public Works Director to execute any subsequent amendments to the Agreement with Proactive Engineering Consultants, up to but not to exceed the Purchase Order amount, subject to the approval of the City Attorney. *This alternative will delay the design for the much needed improvements along Nason Street.*

**FISCAL IMPACT**

The City of Moreno Valley will fund the design and construction with the proceeds from the COPS, Series 2011B in the amount of \$15 Million. There is no impact to the General Fund.

**BUDGETED FUNDS FOR DESIGN AND CONSTRUCTION:**

Fiscal Year 2011/2012 Budget (Account No. 121.85820) ..... \$15,000,000

**ESTIMATED PROJECT COSTS:**

Preliminary Engineering and Environmental Costs ..... \$550,000  
 Design and Design Management Costs ..... \$700,000  
 Right of Way and Utility Relocation Costs ..... \$3,750,000  
 Construction and Construction Management Costs ..... \$10,000,000  
 Total Estimated Project Costs ..... \$15,000,000

**ANTICIPATED PROJECT SCHEDULE**

Preliminary Engineering and Environmental Clearance Complete ..... November 2012  
 All Resource Agencies' Permits Obtained ..... November 2012  
 PS&E Complete ..... June 2013  
 Right of Way Acquisition and Utility Relocation Work Complete ..... June 2015  
 Advertise and Award of Construction ..... October 2015  
 Complete Construction ..... January 2017

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

The proposed improvements will widen Nason Street between Cactus Avenue and Fir Avenue to the ultimate street width in order to enhance traffic circulation. Staff recommends award of the agreement to Proactive Engineering Consultants, based on a qualification based selection process.

**ATTACHMENTS**

- Attachment "A" – Location Map
- Attachment "B" – Agreement with Proactive Engineering Consultants



Prepared By:  
Lorenz R. Gonzales  
Senior Engineer, P.E.

Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

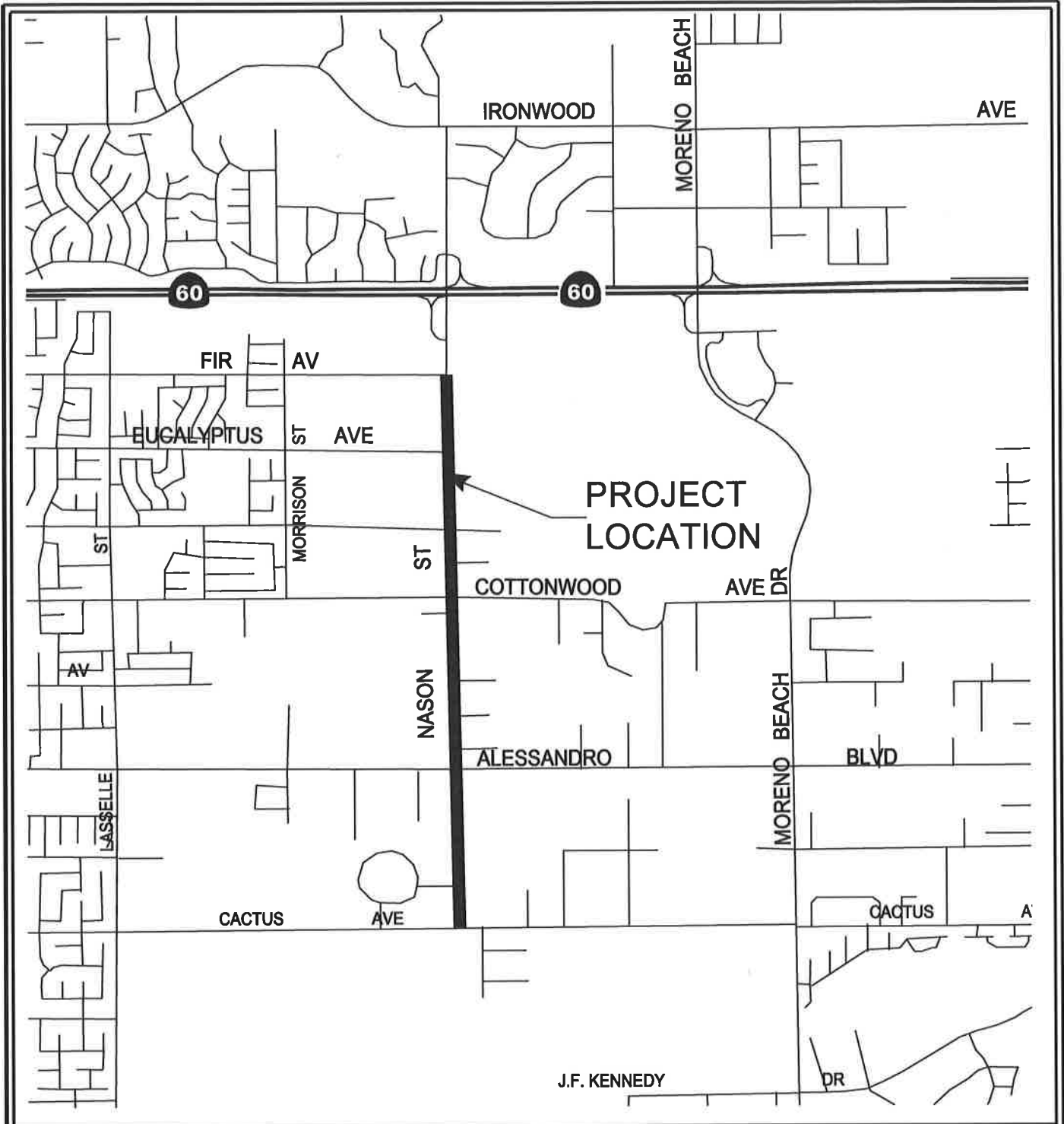
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Acting City Engineer

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

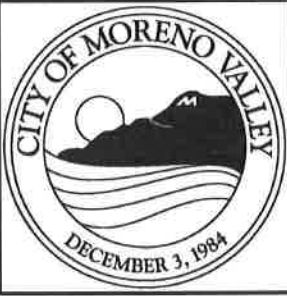
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Date: 10 Nov 11 - 4:21 pm  
 File: W:\CapProj\CopProj\PROJESTS\Larry - 15-12185820 - Nason from Cactus to FFA\Design Phase\Auto CAD\Location\_Map.dwg  
 User: dsqada



**PROJECT LOCATION**



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	<h2 style="text-align: center;">STREET IMPROVEMENTS FOR NASON STREET FROM CACTUS AVENUE TO FIR AVENUE PROJECT NUMBER 15-12185820</h2>
Scale: None	
ATTACHMENT "A"	

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**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) - ZONAL  
PROJECT NO. 15-12185820**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and **Proactive Engineering Consultants**, a California corporation, hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

**RECITALS**

WHEREAS, the City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

Attachment "B"

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 15-12185820**

**DESCRIPTION OF PROJECT**

1. The project is described as professional design and project management consultant services for:

**Street Improvements for Nason Street from Cactus Avenue to Fir Avenue**

**Project No. 15-12185820**

**SCOPE OF SERVICES**

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

**PAYMENT TERMS**

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$998,716** [\$433,263 for Phase 1 - Alignment Study, Environmental, and 35% Level Completion; \$514,218 for Phase 2 - 100% Level PS & E Completion (subject to funding availability and successful completion of Phase 1); and \$51,235 for Phase 3 - Advertising, Bidding Services, and Construction Support (subject to funding availability and successful completion of Phase 2)] in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

**TERM OF AGREEMENT**

5. This agreement will terminate on **December 31, 2017** unless the termination date is extended by an amendment to the agreement.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 15-12185820**

**TIME FOR PERFORMANCE**

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant shall perform the work described on Exhibit "A" in accordance with the design/construction schedule as stated in the Notice to Proceed.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

**SPECIAL PROVISIONS**

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 15-12185820**

employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), the Riverside County Transportation Commission (RCTC), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not



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CONSULTANT SERVICES  
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include claims arising from the negligence or willful misconduct of the City, RDA, CSD, RCTC, and WRCOG, their officers, agents or employees.

(b) The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), the Moreno Valley Community Services District (CSD), the Riverside County Transportation Commission (RCTC), and the Western Riverside Council of Governments (WRCOG), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant'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 the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, CSD, RCTC, and WRCOG, their officers, agents or employees.

(c) The City agrees to indemnify, defend and save the Consultant and their 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, CSD's, RCTC, and WRCOG'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, CSD, RCTC, and WRCOG, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
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claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omission Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such Public Liability and Property Damage Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

**AGREEMENT FOR PROFESSIONAL  
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(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum general liability limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant 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 on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' 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 Consultant and the City, RDA, CSD, RCTC, and WRCOG against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(h) 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, the Moreno Valley Community Services District, the Riverside County Transportation

**AGREEMENT FOR PROFESSIONAL  
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Commission, and Western Riverside Council of Governments, their officers, employees and agents are included as additional insured under this general liability 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, the Moreno Valley Community Services District, the Riverside County Transportation Commission, and Western Riverside Council of Governments, its officers, employees and agents, under any third party liability policy."

(i) Insurance companies providing insurance hereunder 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.

(j) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
PROJECT NO. 15-12185820**

applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings at all times and during all phases of the project.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other projects without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The

**AGREEMENT FOR PROFESSIONAL  
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PROJECT NO. 15-12185820**

City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Upon notice of termination, the Consultant shall deliver to the Public Works Director/City Engineer of the City or his designated representative, in both hard copy and electronic format, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain for its files copies of any and all materials, including drawings, documents, and specifications produced by the Consultant in performance of this Agreement. It shall be understood that the City shall be the owner of all project-related documents and drawings, regardless of the completeness of said documents.

(c) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(d) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant. Consultant acknowledges that Consultant work product produced under this Agreement may be public record under State law.

(e) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

**AGREEMENT FOR PROFESSIONAL  
CONSULTANT SERVICES  
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22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant 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.

**AGREEMENT FOR PROFESSIONAL  
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26. The Consultant shall employ no City official or employee 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.

27. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement.

**SIGNATURE PAGE FOLLOWS**



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

City of Moreno Valley

**Proactive Engineering Consultants**

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

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_  
(President or Vice President)

<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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(Corporate Secretary)

- Enclosures: Exhibit "A" – City's Request for Proposal  
Exhibit "B" – Consultant's Proposal  
Exhibit "C" – City's Responsibility  
Exhibit "D" – Terms of Payment

CITY - SERVICES TO BE PROVIDED  
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

**EXHIBIT "C"**

## TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed **\$998,716** [\$433,263 for Phase 1 - Alignment Study, Environmental, and 35% Level Completion; \$514,218 for Phase 2 - 100% Level PS & E Completion (subject to funding availability and successful completion of Phase 1); and \$51,235 for Phase 3 - Advertising, Bidding Services, and Construction Support (subject to funding availability and successful completion of Phase 2)].
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org). Accounts Payable questions can be directed to (951) 413-3073. Copies of invoices may be submitted to the Capital Projects Division at [zara@moval.org](mailto:zara@moval.org) or calls directed to (951) 413-3131.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:  
[http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
5. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date
  - C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within forty-five (45) days of receipt of the invoice for same.

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**EXHIBIT "D"**

**REQUEST FOR PROPOSAL  
FOR PROFESSIONAL DESIGN AND PROJECT MANAGEMENT  
CONSULTANT SERVICES AND  
CONSTRUCTION MANAGEMENT CONSULTANT SERVICES  
STREET IMPROVEMENTS FOR NASON STREET FROM  
FIR AVENUE TO CACTUS AVENUE  
PROJECT NUMBER: 15-12185820 FOR  
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

**I. INVITATION**

You are hereby invited to submit a Proposal for: 1) Professional Design and Project Management Consultant Services, Part 1; and 2) Construction Management Consultant Services, Part 2, associated with the Street Improvements for Nason Street from Fir Avenue to Cactus Avenue in the City of Moreno Valley.

A non-mandatory pre-proposal meeting will be held on **September 21, 2011 at 1:30 p.m.** at City Hall Training Room, Second Floor, 14177 Frederick Street, Moreno Valley, California.

Five (5) copies (one of the copies shall be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your Proposal shall be submitted by 5:00 p.m., September 29, 2011, addressed to City of Moreno Valley, Capital Projects Division, 14177 Frederick Street (hand delivery), P.O. Box 88005, Moreno Valley, California 92552-0805 (mail delivery), Attention: Larry Gonzales, Senior Engineer, P.E.

**II. GENERAL PROJECT DESCRIPTION**

The project in general consists of approximately 8,800 linear feet of ultimate width street improvements along Nason Street from Fir Avenue to Cactus Avenue, related storm drain facilities, upgrading existing traffic signals, undergrounding of utility lines and coordination with Eastern Municipal Water District for the relocation of an existing booster station and associated facilities. The current City General Plan Circulation Plan depicts different street classifications for Nason Street for the referenced segment. The design scope of work will include revisiting this designation by conducting traffic analysis projections and alignment studies resulting in the design of the remaining ultimate improvements consistent with good engineering principles, and concurrence from City officials.

The Consultant shall provide project management services, complete planning, environmental, right-of-way engineering (including all utility coordination), right-of-way acquisition services, Plans, Specifications, and Engineer's Estimates (PS&E) and provide construction management services to construct street improvements including curbs, gutters, sidewalks, pavement, street lights, drainage facilities, traffic signals, etc. within the existing and acquired right-of-way along Nason Street from Fir Avenue to Cactus Avenue.

**III. PROJECT BUDGET AND SCHEDULE**

The City of Moreno Valley will fund the design and construction with the proceeds from the Series 2011 Total Road Improvement Program Certificates of Participation in the amount of \$15 Million.

The preliminary engineering, design, right-of-way and utility relocation phases of the project schedule are critical components of the scope of work. The schedule provided herein is

**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
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expected to be reasonable, realistic and will not be adjusted. The Consultant shall be required to meet or exceed the following timeline for this project:

Notice to Proceed:	November/December 2011
35% Plans & Environmental Clearance Complete:	August 2012
All Resource Agencies' Permits Obtained:	November 2012
PS&E Complete:	March 2013
Right-of-Way Acquisition Complete:	February 2014
All Utility Related Construction Work Completed:	May 2015
Street Improvements Construction Start:	September 2015
Project Completed:	December 2016

**IV. SCOPE OF SERVICES**

The City is requesting firms to provide Professional Design and Project Management Consultant Services and Construction Management Consultant Services for the ultimate width street improvements for Nason Street from Fir Avenue to Cactus Avenue.

**DETAILED PROJECT DESCRIPTION:**

The following represents general design features within the project limits. This is not a complete listing; it is intended to aid the consultant to identify a complete and comprehensive scope of work.

- Ultimate width full street improvements.
- New storm drain facilities
- Undergrounding of overhead utility lines.
- Upgrade/Modification/Rehabilitation of existing traffic signals, communication conduits system, non compliant access ramps, sidewalks, parkways, pavement within project limits.
- Street lights and Traffic Signal interconnect communication facilities.
- Coordination of EMWD Booster Station relocation and pipelines (estimated to be constructed by June 2014).
- Necessary rights of way/easements/rights of entry, etc.

**PART 1: DESIGN AND PROJECT MANAGEMENT CONSULTANT SERVICES**

**Project Management Services**

The designated Consultant Project Manager, under the general direction of the City Program Manager, shall be responsible for overseeing all aspects of project development and coordination.

Typical Project Management Services shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.
2. Conduct and attend design kick-off meeting with all stakeholders.
3. Schedule and conduct Project Development Team (PDT) meetings and other necessary meetings; prepare agendas and minutes; and distribute to all

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- applicable entities (not just attendees) within three (3) working days.
4. Schedule, facilitate, and attend public meetings as necessary.
  5. Provide bi-weekly progress reports.
  6. Compose all correspondences to keep the project on schedule.
  7. Attend and present the project to City Council as required.
  8. Prepare reimbursement requests and invoices to funding agencies if required.
  9. Prepare staff reports to City Council for authorization of agreements, amendments, Closed Session action items, etc.
  10. Prepare agreements and Purchase Orders.
  11. Coordinate with and prepare inter-agency agreements.
  12. Coordinate with funding agencies and prepare reports, updates, funding reports, and grant applications as necessary for project funding.
  13. Prepare project update write-ups.
  14. Prepare annual Capital Improvement Program (CIP) budget update.
  15. Prepare annual project estimate and budget for project (City CIP form).
  16. Issue all necessary Notices to Proceed (NTP).
  17. Review and process all invoices (City staff will approve).
  18. Compose Requests for Proposals (RFP), Notices Inviting Proposals (NIP), and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services and review proposals as necessary.
  19. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
  20. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
  21. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
  22. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.
  23. Oversee and arrange for independent and timely plan check reviews, either through in-house appropriate experienced staff or outside sub-consultant, including, but not limited to Summary Memorandum, Geotechnical Report, Hydrology and Hydraulic Report, Traffic Study, Environmental Documents, 35% Plans, 65%, 95%, 100% and Final PS&E packages, SWPPP Plan, Appraisal Reports, Legal and Plats, and all documents related to right-of-way acquisition.
  24. Ensure that all appropriate communication, correspondence, and reports are

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completed on an ongoing basis in a timely manner to the satisfaction of the City. The following is a list of some, but not necessarily all, of the documents that the Consultant shall be responsible to provide in the course of the work:

- a. Various City Council Staff Reports.
  - b. Utility correspondence letters and e-mails.
  - c. Federal, State, and local correspondence.
  - d. Federal, State, and local documentation required for the project.
  - e. Right-of-way related documents and correspondence.
  - f. Necessary communication and reports to the funding agencies.
25. Arrange and participate in a detailed independent review of the 95% PS&E package, with in-depth field review and biddability, constructability, and claim avoidance emphasis.
  26. Coordinate and ensure that all stakeholders and City Divisions and Departments complete plan check of all appropriate project documents.
  27. Provide plan check summary update at each plan check level and meet with the City Program Manager to review appropriate plan check redlines/comments.
  28. Coordinate and ensure that updates necessary as a result of plan check review are communicated and incorporated.
  29. Provide all applicable utility coordination including coordination and tracking of utility relocation design by conflicting utility owners to ensure project progresses in a timely manner.

**Design Services**

The Consultant shall provide design services in three (3) progressive phases, as described below. Be advised that the following is a general description of the scope of services. The Consultant shall anticipate any additional coordination or scope to meet the project goals and objectives in their proposal.

**Phase 1: Alignment Study and 35% Level Completion**

The Phase 1 Design Services shall include, but not be limited to:

1. Conduct pre-design pavement evaluation and geotechnical investigations.
2. Perform survey and prepare base map, including field edits. The base map must depict all existing facilities/appurtenances and needs to extend beyond the ultimate right of way appropriately in order to evaluate proposed project impacts.
3. Collect traffic data, analyze and provide General Plan build-out ADT and peak turn volumes at applicable intersections within the limits of the project to ascertain intersection geometry and need for additional turn lanes; prepare traffic signal warrants and preliminary traffic signal design; need for ultimate improvements and a complete segmental alignment study requiring sign-off from City staff. Provide recommendations for access management throughout the project limits.



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4. Investigate the feasibility of reclassifying Nason Street within the project limits to a consistent cross section, including any necessary General Plan Amendment. Any raised medians proposed will not include landscaping but sleeving at appropriate locations for future irrigation and electrical connections may be required.
5. Evaluate all existing pedestrian facilities within project limits for ADA compliance.
6. Research and identify right-of-way needs and prepare documents and right-of-way plan.
7. The 35% plans shall contain enough information to determine the required right-of-way/necessary easements.
8. Provide utility coordination to identify all potential conflicts between the proposed improvements and all overhead and underground structures. Work closely with utility owners to obtain adjustment and/or relocation as appropriate. (Prepare and mail 1<sup>st</sup> Utility Notices.)
9. Evaluate existing drainage patterns and facilities and identify needed infrastructure including catch basins, culverts, etc. with supporting hydrology and hydraulic calculations.
10. Coordinate with all affected agencies, including Riverside County Flood Control and Water Conservation District (RCFC&WCD), Eastern Municipal Water District (EMWD) and Moreno Valley Unified School District.
11. Determine requirements for various permits necessary for the project.
12. Prepare, process, and file all necessary and required CEQA documentation and obtain environmental clearance including conducting public meetings if necessary.
13. Identify and evaluate all existing improvements within the project area that impact the proposed project scope of work.
14. Prepare traffic control concept to set parameters for contractor to prepare and submit actual traffic control plans.
15. Identify and evaluate design and alignment alternatives.
16. Complete Summary Memorandum for acceptance by the City.
17. Prepare 35% Plans based on the approved Summary Memorandum, with construction cost estimates.

Upon successful completion of the 35% Plans, Summary Memorandum, and acceptance of environmental documentation, the City may issue written authorization to proceed with Phase 2 or terminate the contract.

**Phase 2: 100% Level Completion**

The Phase 2 Design Services shall include, but not be limited to:

1. Prepare construction plans for street improvements, street drainage facilities and storm drains, traffic signal, communication conduit system and, striping and signing plans, with submission for review at 65%, 95%, 100%, and final Mylar stage.

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2. Design off-site improvements as required by the selected project alternative.
3. Prepare Specifications with submission for review at 65%, 95%, 100% and final Mylar stage and prepare print-ready set prior to bidding at the Mylar stage.
4. Prepare Estimates, separated by funding sources, with submission for review at 65%, 95%, and 100% and final Mylar stage. Quantities must be provided in report form identifying all applicable bid items and quantities on a plan sheet by plan sheet basis for City staff verification purposes.
5. The final PS&E shall be stamped and signed by the applicable Engineer of Record, licensed to practice in the State of California, who supervised the applicable PS&E preparation.
6. Prepare and submit Storm Water Pollution Prevention Plan (SWPPP) and other applicable NPDES {incl. Water Quality Management Plan (WQMP)} required documents for approval in accordance with City requirements.
7. Prepare 2<sup>nd</sup>, 3<sup>rd</sup> and final utility notices and coordinate with utility companies for relocation or adjustment of conflicting facilities. Emphasis needs to be placed in getting the utility companies moving on track with the project timelines which may require the Consultant to include a utility coordinator/designer/facilitator team member in the overall project team.
8. If needed, the Consultant shall provide an adjustment of final design plans and corresponding documents to reduce the scope of work to match available budget in accordance with City-specified priorities.

Upon City's approval of the PS&E, the City may issue written authorization to the Consultant to proceed with Phase 3 or terminate the contract.

**Phase 3: Advertising, Bidding Services and Construction Support**

The Consultant Project Manager shall be responsible for administrating the advertising for construction bids and attending the bid opening of the project according to the applicable California Contracting Code for Municipal Agencies and shall provide support during bidding and construction. The required Phase 3 services shall include, but not be limited to:

1. Prepare and coordinate to have bid notices advertised and posted in various trade publications and on the City's website.
2. Prepare bid packages.
3. Provide an FTP website and post the project bid package for prospective bidders to download.
4. Maintain plan holder's list.
5. Schedule and conduct pre-bid meetings, if held.
6. Conduct pre-bid site visits if required.
7. Provide responses to bidders' questions.
8. Prepare and issue addenda if required.
9. Attend the construction bid opening at the City Clerk's Office. Evaluate and

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- check all bids per established contract law.
10. Evaluate bid results.
  11. Check references and licenses of bidders.
  11. Identify lowest, responsive, responsible, and qualified bidder.
  12. Draft City Council Staff Report for award of construction contract and process the contract agreement with the lowest responsible bidder.
  13. Attend the City Council meeting for award of the contract, be prepared to answer questions, and endorse/promote the project.
  14. Prepare, coordinate, and process Notice of Award, Agreements, and Purchase Order.
  15. Review insurance, bonding, and other required documents.
  16. Conduct public open house meetings if necessary to educate the public on the construction project, phases and schedule.
  17. Answer questions regarding the Technical Provisions, the design drawings or conflicts in the design during the bidding process, pre-construction meeting, and construction phase. The Consultant Project Manager shall assist the Consultant Construction Manager, at no additional charge, in preparation of addenda necessary and issuing Contract Change Orders (CCO) required due to omissions or conflicts in the design.
  18. Incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on Mylar "as-built" record plans. The as-built drawings shall be provided to the Consultant Construction Manager and approved prior to the release of the final progress payment.
  19. Prepare and submit GASB 34 documentation in the City's format along with the as-built drawings.

**DETAILED DESCRIPTIONS OF WORK ITEMS ARE AS FOLLOWS:**

**A. PROJECT SUMMARY MEMORANDUM**

The Consultant shall prepare the Project Summary Memorandum which is a shortened version of the City Project Report and does not require signatures from all City departments in a City/Caltrans format, which is provided by the City. A sample Project Summary Memorandum is available for review upon request. The Project Summary Memorandum shall include, but not be limited to, vicinity map, location map, introduction, background, discussion of existing facilities, objectives, goals and policies, requirements, constraints, design alternatives, analysis of traffic data, design deficiencies and exceptions with justification, geotechnical, right-of-way needs, project costs and funding, scheduling, engineering considerations, future conflicts, project reviews, environmental clearance, project management, pre-design meeting, conclusion, and recommendation. A draft Project Summary Memorandum shall precede the 35% Plans so staff can review any issues and provide direction to the Consultant. The final Project Summary Memorandum shall be signed by a Civil Engineer, registered in the State of California.

**B. ENVIRONMENTAL**

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The Consultant shall highlight environmental concerns and complete the City's "Public Works Environmental Form" with comments and photographs for the 35% submittal per CEQA requirements. The City's Community and Economic Development Department, Planning Division, will make the environmental determination. The Consultant shall ensure that complete quality environmental documents and reports are submitted for review.

Should the Consultant believe that further environmental studies are necessary; the Consultant shall meet with City staff to identify the additional work and applicable resource/regulatory agencies involved. The Consultant shall submit the estimated cost and schedule to prepare the additional environmental studies and/or reports, permit applications, or other materials to obtain clearance through all applicable agencies for the project.

**C. SURVEYING**

The Consultant shall perform all survey-related services necessary for engineering design of specific proposed improvements, including, but not limited to:

1. Conduct street, utility, boundary, lot, and property line surveys to obtain sufficient information for engineering design of the proposed improvements and right-of-way acquisition process if required.
2. Prepare topographic base maps containing all surface features and needed elevations. Topography shall include, but not be limited to, all features within the right-of-way as well as some distance beyond the right-of-way for match conditions or to identify daylight lines and shall extend the length of the street, a minimum of two hundred feet (200') beyond the existing and future curb returns at all intersections, and include existing sewer manhole inverts, top of cone and rim elevations.
3. Establish a uniform stationing on all streets, increasing northerly and easterly, and provide cross-sections at fifty feet (50') on street center line within the limits described. The cross sections shall be incorporated in the design plans for construction bidding purposes as appropriate. A nail and tin shall be placed every one hundred feet (100') on station and fifty feet (50') painted in between with the station number painted next to it. All public and private street intersections shall have a nail and tin along with having the station number painted next to it. If centerline is on private property, then the station markings shall be offset.
4. Establish a minimum of two (2) temporary benchmarks on the project.
5. Submit survey topography on CD-RW diskette and a separate hard copy plot provided for the proposed improvements, using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only; no other survey description will be allowed. The data shall be submitted in ASCII format on CD-RW diskette with a hard copy printout provided.

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**D. AUTOCAD DRAWINGS**

The topography map shall be set up with the following guidelines:

1. Drawing scale shall be: 1" = 20' or 1" = 40' horizontal and 1" = 2" or 1" = 4' for vertical profiles.
2. Lettering style shall be Arial and sizes shall correspond to standard scales. The latest City Title Block shall be used. Minimum letter size is 0.01'. Please refer to applicable City Standard Plans for symbols, legends and Capital Projects Division title block requirements.
3. The following is a table of items that shall be placed on designated layers as shown:

<b>Description</b>	<b>Layer</b>	<b>Color</b>
Points	POINTS	Light Grey (253)
Point numbers	PNTS	Light Grey (253)
Point elevations	ELEV	Red
Point descriptions	DESC	Dark Grey (250)
Intermediate Contours	INTER	Dark Grey (250)
Index contours	INDEX	Red
Topography	TOPO	Yellow
Text	TEXT	Red
Centerline	CL	Red
Right-of-Way	ROW	Blue
Curb and gutter	CG	Green
Sidewalk	SW	Yellow

**E. GEOTECHNICAL**

The Consultant shall perform all geotechnical services necessary for engineering design of specific proposed improvements, including but not limited to:

1. Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests.
2. Review of existing geotechnical/geologic maps, reports or other related documents.
3. Review project Plans and Specifications through the design process, with consideration of geotechnical issues such as materials testing and suitability.
4. Provide geotechnical evaluation and recommendations on, including, but not limited to, grading (shrinkage, expansive/collapsible soils, etc.), earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, water quality bio-swales, environmental concerns, removal of unsuitable materials, etc.

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5. An investigation of the existing pavement conditions shall be performed accompanied by adequate pavement coring and soil borings/test pits and sampling for meaningful and representative conclusions in support of the final design of the project. Pavement corings and soil samples in sufficient quantities shall be taken and tested to determine R values and structural pavement sections to be considered for the project. The Consultant shall record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2 feet (2') and 5 feet (5') depth, or as recommended by the Geotechnical Engineer supervising the investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for replacement structural section, overlay thickness, and/or rehabilitative repair strategy. Consideration for the effect of any overlay recommendations upon the existing street profile, cross section and or highway drainage shall be addressed.
6. Prepare field and final geotechnical reports and logs of exploratory borings and results of laboratory testing.
7. Prepare scale plans showing locations and identifications of the borings and other required geotechnical information.
8. Appropriate TI shall be used for the applicable sections of the streets in accordance with City Standards.
9. All in-place/laboratory tests, sampling, and reports shall be performed and prepared in accordance with Caltrans and other applicable agency (e.g. RCFC&WCD) procedures, policies, regulations, requirements, and formats.
10. Potholes in paved areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City Program Manager.
11. It will be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way.
12. The Consultant shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.

**F. RESEARCH OF RECORD INFORMATION**

The Consultant shall perform all research of utility company, applicable Record Maps (Tentative Maps, Parcel Maps, etc.) and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately layout all underground improvements and easements, centerline, right-of-way, property lines, curb and gutter, intersecting streets, cross gutters, and other ancillary items that may impact the project.

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The City will provide copies of available pertinent City Records, such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

**G. UTILITY COORDINATION**

The Consultant shall take the lead, coordinate, manage and be responsible for comprehensive full service Utility Coordination services based on a "cradle to grave" approach within the project timeline. The Consultant shall contact all utility agencies providing service within the City and obtain utility maps and records for the project area. Field reviews to locate all surface utilities that are impacted by the project shall be performed. A summary of the research findings, anticipated conflicts, relocations or adjustments shall be included in the Project Summary Memorandum. Continuing coordination shall be performed up to the Notice to Relocate prior to construction.

The Consultant shall provide utility notices to all utility companies with facilities within the limits of the project, such as, but not limited to: Eastern Municipal Water District (EMWD), Southern California Gas Company, (GAS), Southern California Edison (SCE), Time Warner, and Verizon. Said notices will inform the utility of their need to relocate their facilities prior to construction or to adjust their facilities to grade after completion of the street paving.

Upon issuance of the Notice to Proceed for the subject Consultant Services, the Consultant shall initiate on a priority basis the necessary coordination with SCE for Rule 20-A undergrounding of overhead facilities within the project limits.

The Consultant shall directly submit to each utility company their required number of preliminary and final plan sets that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict. The Consultant shall coordinate with the utilities for relocation of their facilities if required. The Consultant shall provide the utility companies with three (3) relocation notices. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word format. The Consultant shall be responsible to complete the document. The Consultant shall also be required to coordinate with the utility companies for the scheduled relocation of the utilities prior to the start of construction.

The utility notices are as follows: 1st Utility Notice for City Improvements, Preliminary Project Notice; 2nd Utility Notice for City Improvements, Prepare to Relocate; 3rd Utility Notice for City Improvements, Notice to Relocate; and 4th Utility Notice for City Improvements, Notice to Relocate Immediately. The City will supply the Consultant with the required forms for the utility notices in a Microsoft Word format.

The Consultant shall compose all utility letters and forms. The City will print the utility notices on City letter head and the Consultant shall pick-up and mail the letters, Certified, with Return Receipt requested back to the City. A copy of the Certified Mail article numbers shall be provided to the City within a few days of mailing. The Consultant shall document on the return receipt card the project number, project name, and name of the Consultant. The Consultant shall call the utility companies, as necessary, until a written response form is received from each potential conflicting utility.

The Consultant shall prepare and maintain a detailed utility coordination log that

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shall be updated on regular basis and be presented and discussed at Project Development Team (PDT) meetings.

The Consultant shall measure and document the height of the existing overhead utility lines for traffic signal, safety lighting, and street light clearance.

The Consultant shall obtain a Release Letter for Source of Power from the City of Moreno Valley Electric Utility Division.

The Consultant shall coordinate with SCE or the City of Moreno Valley Electric Utility Division for the source and location of the power for street lights, the traffic signal and location for the meter cabinet and traffic sign controller. The Consultant shall obtain the address for the meter cabinet, when the location is known, from the City Building Division.

The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved. The Consultant shall solely be responsible to ensure that the utility relocation design by the respective utility company is finalized in-sync with the 95% PS&E completion level.

**H. UTILITY POTHOLING**

The Consultant shall pothole, or engage a construction service to pothole, all underground utilities to determine the location, depth for clearance, connection points, or conflicts for any underground improvements such as sewer lines, storm drains, gas lines, waterlines and other utilities. The Consultant shall pothole at least an adequate number of water and sewer laterals at appropriate locations to establish an average lateral depth. The Consultant shall submit to each utility company a preliminary set of plans that provide the location and elevation of the utility with the conflict areas clouded to show the utility companies the areas of conflict with the proposed improvements. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no cost to the City. Adequate number of potholes shall be performed in support of 35% level of PS&E, followed by additional potholes as necessary based on the detailed design that has reached 65% level of PS&E.

Potholes in paved areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City Program Manager.

It shall be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit for City Review a traffic control plan and obtain a permit to operate and conduct any potholing within the public right-of-way.

The Consultant shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.



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**I. RIGHT-OF-WAY**

In support of the proposed project improvements, additional right-of-way will need to be acquired and may include fee simple interest, permanent easements, temporary easements, and right of entries, which are collectively termed as right-of-way.

The project may also require additional rights-of-way for intersection geometry at key intersections within the project limits and for traffic signal equipment placement.

The Consultant shall take the lead, coordinate, manage, and be responsible for comprehensive full service right-of-way acquisition services based on a "cradle to the grave" approach within the project timeline. These services shall include the following major elements:

1. Identify all needed right-of-way based on project alternatives in order to satisfy the "maximum public benefit with the least private injury" principle.
2. Perform utility easement research/coordination and identify all utilities that have prior rights.
3. Prepare all right-of-way related documents.
4. Provide title reports for each of the potential take parcels.
5. Provide full-service appraisal services in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics of the Appraisal Institute and appraiser support during the acquisition process.
6. Provide comprehensive settlement negotiations by assigning a dedicated "Right of Way Agent" and escrow services including preparation of all related documents until required deeds are recorded.
7. Provide staking to establish take area boundary for the benefit of the Appraiser and the Property Owner.
8. Provide preliminary and final sketches to clearly convey the after conditions of the take parcels based on the proposed project design. Preliminary sketches will aid in negotiations and the final sketch will be appended to the Purchase Agreement for the take parcel.
9. Coordinate eminent domain actions if required. If eminent domain should occur, the City and Consultant will negotiate the scope of services and fees.

The Consultant shall be responsible to ensure that all necessary right-of-way services are provided for the complete design of the project to meet all applicable Federal, State, and local requirements. The acquisition process shall be conducted in accordance with Caltrans procedures, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986, including any changes to state and federal law since said adoption.

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The following is a list of services that may be needed over the course of the contract. This list is not intended to be all-inclusive, as other services may be required:

- a. Coordinate the preparation of site surveys relating to real properties that are required for public purposes.
- b. Identify the needs for new rights-of-way, permanent easements, temporary construction easements, and rights-of-entry. Conduct alternative analysis if necessary.
- c. Analyze title reports/cases, contracts, judgments, court records, and other documents to evaluate the legal status and effect upon title of various liens, restrictions, and encumbrances; perform research for all outstanding offers of dedication.
- d. Prepare a separate right-of-way plan showing existing right-of-way, areas requiring acquisition, assessor's parcel numbers, zoning, owner's name, addresses, type of business, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, existing and proposed improvements in the taking areas, existing driveways, and easements across the property.
- e. Prepare offers, summary statements, contracts, agreements, leases, correspondence, deeds, re-conveyances, legal descriptions, plats, certificates of acceptance, and other instruments for each parcel acceptable to the City (and applicable utility companies) for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the project.
- f. Prepare all documents required for temporary construction easements and rights-of-entry.
- g. Prepare preliminary estimate of the market value of real property and prepare written reports.
- h. Consult with the necessary City departments regarding real property matters.
- i. Assist in preparing Staff Reports for City Council to authorize various right-of-way related matters such as authorization for negotiation, execution of purchase agreements, adoption of resolution of necessity, etc.; and make presentation at the City Council Meetings.
- j. Negotiate for purchase, lease, voluntary dedication or donation of real property.
- k. Provide staking as needed during the appraisal process and/or negotiation process to establish take area boundaries.
- l. Provide project improvements alternate analysis during right-of-way negotiations phase as necessary.

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- m. Conduct regular status/coordination meetings during the right-of-way phase.
- n. Record documentation at the County Recorders Office.
- o. Provide independent review of property surveys (ALTA Survey, etc.), plats, and legal descriptions.
- p. Review draft appraisal reports for completeness and accuracy.
- q. Maintain records, databases, maps, deeds, and other documents.
- r. Provide relocation assistance to occupants of real property acquired for projects.
- s. Conduct research at the County Assessors Office.

**Appraisal:**

The Consultant shall perform all appraisals in accordance with the USPAP, the Code of Professional Ethics of the Appraisal Institute, and all federal and state laws and requirements in accordance with Chapter 7 of the Caltrans Right-of-Way Manual for "Appraisals" for those projects that are state/federally funded.

Each appraisal shall be performed in a format, assuming a potential action in eminent domain (condemnation), including, but not limited to, such considerations as highest and best use as if vacant, damages to the remainder, etc.

The Consultant shall submit three (3) bound copies of the Appraisal Report in accordance with the Caltrans Right-of-Way Manual. One data book may be compiled for multiple parcels, but each parcel appraisal must have sufficient content to be stand-alone.

All three (3) approaches to value - the Cost Approach, Income Approach and Sales Comparison (Market) Approach, as outlined in Section 7.05 of the Caltrans Right-of-Way Manual, shall be considered and all approaches that apply to the subjects shall be employed with the most applicable being weighted appropriately.

The appraiser shall conduct all necessary research to determine owner of record, land use, zoning, encumbrances, highest and best use, and any factors that will affect value.

The appraiser shall bring forth any major issues identified on the project and discuss. If the project is federally funded, the Consultant shall have the appraisal reviewed by an independent appraiser. All appraisals shall be prepared by a certified appraiser.

**J. FORMAT FOR PLANS AND SPECIFICATIONS**

- 1. The PS&E must conform to the City of Moreno Valley's standards and format. The Consultant shall provide clear, concise, and complete plans and profiles, which shall include, where applicable, the title sheet, street

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improvement, storm drain, traffic signal, striping and signing, and cross section plans. The scales for the plans are 1" = 20' for traffic signal and 1" = 20' or 1" = 40' for all other plan sheets. The City of Moreno Valley's standard title block shall be used for all sheets.

The Consultant shall indicate on the plans the stationing of all intersections, beginning and end of curves, and breaks in alignment. Survey monuments and monument wells shall be noted on the plans for preservation. Missing monuments shall be installed per City Standards. Monuments are to be placed in all street intersections, public and private. The setting or marking of the actual monuments shall be done under the direction of a licensed land surveyor at the end of construction, and a Record of Survey shall be filed with the County and copy shall be submitted to the City. These items must be quantified and shown in the PS&E. The Consultant shall note that the Contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

2. The Title Sheet shall include, but not be limited to: Project title, vicinity (location) map, title block, north arrow, scales, general notes, telephone numbers of utilities and other affected agencies and businesses, sheet index, and other required notes and information.
3. Street Improvement Plans shall include, but not be limited to: All existing surface improvements, driveways and entrances, edge of pavement, curbs, gutters, cross gutters, sidewalks, access ramps, mailboxes, landscaping, walls and fences, water valves and meters, fire hydrants, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, electrical cabinets, power poles, street lights, traffic loops, signs, catch basins and other storm drain facilities, utility lines (both underground and overhead), right-of-way and lot lines, and all other surface features that could be affected by the new construction within the project limits. Existing improvements shall be shown in a half-tone or dashed background format to distinguish them from the new improvements.

New improvements shall include, but not be limited to: Construction notes and legends, curbs, gutters, sidewalks, street drainage facilities, street lighting (where required), all facility or structure adjustments to be performed by the Contractor (including water valves and meters, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, etc.), street centerline and top of curb profiles, all relocations, all reconstructions or modifications, and all other proposed improvements shall be shown in full tone or highlighted with appropriate construction notes, detail references or standard plan references identified. All access ramps shall be upgraded to comply with the latest ADA standards. Construction notes shall be arranged such that the first notes are "protect in place" followed with "removal" notes and end with the actual work. Notes of like work shall be grouped together.

4. Storm Drain and/or Culvert Plan preparation shall include hydrology, hydraulic, and structural calculations in conformance with standards of the Riverside County Flood Control and Water Conservation District, with requirements for review and approval and channel connection permitting by

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the District. In the absence of standards by the District, Los Angeles County design standards may be considered. Information of Delta Q of existing vs. design, flooding issues and recommendations must be clearly communicated so good engineering decision can be made to address the deficiencies.

The Consultant shall provide necessary plan and profile sheets with hydraulic grade lines, calculations for pipe sizing, detailing of connections, catch basins, lateral pipes, for all portions of the proposed drain or culvert.

The work shall include, but not be limited to: Determinations of water surface, hydraulic grade line (HGL), velocities, catch basin and lateral pipe sizing with structural "D" value determination, and all other calculations as required for a complete storm drain and/or culvert design. The project plans must depict design  $Q_{100}$  and  $HGL_{100}$ .

5. Traffic Signal Plans shall include, but not be limited to: Eight (8) phase controllers with bicycle logic, emergency vehicle pre-emption, telephone connection, traffic signal interconnect, battery back-up, ultimate sizing of traffic signal poles and arms, pedestrian and bicycle push buttons, poles and pole footings designed to a wind velocity of 100 MPH or greater, adequate storage for turn lanes, and any other improvements, including right-of-way in order to signalize the intersection. 1" = 20' Scale drawing of the intersection shall show background topography either dashed or at half tone line quality, dimensions, signal pole and push button pole placements, controller and power meter cabinet placements, conduit runs and hand holes or junction box placements, lane channelization and dimensions, detection loop placement, circuitry and conductor schedules, signal pole and mast arm schedules, phase schedules, schedules for signal heads, schedules for loop detectors, signal pole location details, emergency vehicle pre-emption details, and all other notes, schedules, details and/or drawing components required for a complete traffic signal construction plan. The traffic signal meter addresses shall be shown on the Traffic Signal Plans. Plans shall be designed in accordance with the latest Standard Plans and Specifications.

The Consultant shall accurately determine the height of the existing overhead utility lines and poles for traffic signal, safety lighting, and street light clearance of utilities. The plans shall clearly show the horizontal location and elevations of overhead and underground utilities that are in the immediate vicinity of proposed improvements. Elevations shall be at the low-point, and indicate the horizontal location of said low-point. Clearances to the proposed improvements shall also be shown. The Consultant shall research and establish necessary clearances for construction and operation, which are typically different. Material changes required during construction as a result of incorrect measurements by the Consultant shall be back-charged to the Consultant based on the material value of loss to the City, as determined by the City. The Consultant shall agree to pay said charges, or have appropriate monies withheld. The Consultant shall create a Utility Profile, showing existing utilities with proposed improvements and the clearances between the two, on one or more "Utility Profile" sheets. Utility Profile sheets shall be stamped and signed by the appropriate professional, and submitted to the City of Moreno Valley on 11"x17" sheets no later than the 65% design submittal.

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6. Striping and Signing Plans shall include but not be limited to: Existing and proposed access ramp locations and types, curbs, driveways, existing and proposed street striping, street and sign legends, crosswalks, traffic lane widths, traffic signal loops, and all other ancillary street markings and signing that may exist, or may be required to be placed or removed to complete the new traffic signal and associated street improvements. The signing notes, painted striping notes and thermoplastic marking notes are to be grouped together.
7. Traffic Control Plan requirements shall address handling of traffic, long-term closures, and representative construction signage for the major elements in logical stages of the project construction and shall be in accordance with the latest California Manual on Uniform Traffic Control Devices (MUCTD) and/or Work Area Traffic Control Handbook (WATCH) Manual, as appropriate. The intent is for the contractor to submit traffic control plans that adhere to the requirements and restrictions as stipulated by the City.
8. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to insure project constructability.
9. All drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Consultant is required to put hanging file tabs on all Mylar sheets. The final Plans shall be signed by a Civil Engineer registered in the state of California. No "stick-ons" will be allowed.  
  
The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-RW disk in AutoCAD Land Development format, upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.
10. Specifications - The City will provide the Consultant with its boilerplate Specifications and General Technical Provisions in the current version of Microsoft Word for Windows format. The Consultant shall be responsible for compiling the project Specifications, signed by a Civil Engineer registered in the State of California, which is complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs.

**K. GENERAL DESIGN SUBMISSION REQUIREMENTS DEFINED**

The City has established criteria/requirements for design submittals at 35%, 65%, 95%, and 100% level completion for project reviews and payment

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purposes. A description of "General Design Submission Requirements" is attached as **Exhibit "A"**

**L. SUBMITTALS TO (CITY, AGENCIES, UTILITIES, ETC.)**

1. The Consultant shall submit six (6) sets of bond copies of the design drawings with each submittal for checking to the City, along with the previous redlined check prints. The design drawings shall be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant. Incomplete submittals may be rejected. The Consultant is required to also submit pdf files with each project submittal and upon final submittal, submit DWG and pdf electronic files.
2. The Consultant shall submit four (4) sets of any reports, such as geotechnical and/or quantity calculations with each submittal for checking to the City, along with the previously checked reports. Six (6) sets of Project Summary Memorandum, signed by a Civil Engineer registered in the State of California, shall be submitted for checking. The Consultant is required to also submit reports in pdf and Word electronic files
3. The Consultant shall, at no cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
4. The Consultant shall submit three (3) sets of bond copies of cross sections along with each submittal of the design drawings for plan checking. One (1) reproducible and three (3) sets bond copies of cross sections shall be submitted along with the final submittal of the design drawing.
5. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

**M. ESTIMATE OF QUANTITIES AND COST**

The estimated quantities shall itemize all new, remodeled, reconstructed, relocated improvements, but not be limited to: Itemizing all removals, relocations, water pollution control, storm drain, mailboxes, earthwork, sub-grade preparation, cold milling, aggregate base, asphalt concrete (AC) paving, Portland Cement Concrete (PCC) sidewalk, PCC curb and gutter, ADA ramps, sidewalk, driveway approaches, survey monument wells, raising manholes, water valve lids, traffic signals, traffic loops, painting of pavement legends and striping, signs, traffic control, raised pavement markers, and project signs. The estimated quantities shall be arranged in chronological order of construction and shall contain all the information necessary to prepare the Engineer's Estimate in the format specified by the City or associated agencies. The Engineer's Estimate and bid schedule shall be broken out by funding source or as otherwise directed by the City Program Manager. Quantities must be provided in report form as well identifying all applicable bid items quantities on a plan sheet by plan sheet basis for City staff verification purposes.

There shall be a separate detailed traffic signal estimate in addition to the overall project estimate. The detailed traffic signal estimate shall include, but not limited to,

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foundations, conduits, conductors, poles, arms, pedestrian and bicycle push buttons, pedestrian heads, 3 section vehicle heads, emergency vehicle pre-emption devices and cables, 250W luminaries, illuminated signs, controller and Type 333 cabinets, Type III service, and other appurtenances.

Computations showing estimated quantities, costs, and sum totals shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities. The Consultant shall, at the 35%, 65%, 95%, 100%, and Final Plan stages, submit estimated quantities calculated and listed by plan sheet, for review by the City. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final estimate of quantities.

**N. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

The Consultant shall prepare a Storm Water Pollution Prevention Plan in accordance with either the San Jacinto Construction Activity Permit or the General Construction Activity Permit depending on the permit area of coverage. The Consultant shall prepare the Notice of Intent (NOI), Notice of Termination (NOT), process the SWPPP {incl. Water Quality Management Plan (WQMP)} for approval through the Regional Water Quality Control Board and other appropriate authorities and agencies, and assist the City Program Manager with any related coordination.

The Consultant shall assist in any necessary coordination with the Contractor, who will be responsible for preparing, obtaining approval of, amending, and implementing the Permit Registration Documents (PRDs) as required by the State Water Resources Control Board (SWRCB) and the California Regional Water Quality Control Board (CRWQCB) - Santa Ana Region.

**O. COPIES OF CONTRACT DOCUMENT PACKAGE**

The Consultant shall make Forty (40) copies of the Contract Document Package for distribution during bidding.

**P. OWNER OF ORIGINAL DRAWINGS, DOCUMENTS, AND OTHER INFORMATION**

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

**Q. PROJECT SCHEDULE**

The Consultant shall prepare a project schedule and provide hard copies for reports and staff usage. The project schedule shall be updated regularly and handed out during the PDT meetings.

The project schedule shall be divided into tasks and subtasks in full detail showing their critical path for expeditious project completion. The schedule shall include, but is not limited to, planning, right-of-way acquisition, environmental clearance, permitting, design, advertising, construction, and any other applicable tasks. All the required time for project reviews and processing and associated agency and utility



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contacts and coordination shall be shown. Critical task items such as permit applications, environmental, City Council meetings, appraisals, negotiations, utility noticing, notices to proceed, notice of completion, as-built plan preparation, and GASB 34 documentation shall also be shown.

**R. PROJECT MEETINGS**

The Consultant shall be responsible to schedule all necessary project meetings, prepare the meeting agenda, send invitation letters to required attendees, attend and chair the meetings. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager. The project meetings shall include, but not be limited to:

1. Pre-Design (kick-off) meeting to including all sub-consultants, affected utilities, City staff, funding staff and other interested parties to the work.
2. Set and facilitate Project Development Team (PDT) meetings on a monthly (or higher frequency if necessary) basis.
3. Conduct right-of-way status and coordination meetings.
4. Conduct meetings with property owners and schedule City staff participation as needed.
5. Conduct meetings with affected stakeholders, utility companies, and other agencies as needed.
6. Conduct field meetings with City staff, residents, and utility representatives as required over the course of design.
7. The Consultant shall facilitate the bidding process and assure that all Federal, State and local contracting laws have been met.

**PART 2: CONSTRUCTION MANAGEMENT CONSULTANT SERVICES**

The Construction Management Services shall include assisting the City Program Manager with general project management activities and full-service construction management during the construction phase of the project.

The Construction Management Services may also include Inspection Services. If more than one inspector is required to oversee the work, it is the responsibility of the Consultant Construction Manager to anticipate the need and to provide for the additional services required. The City Program Manager will make the final decision with regard to selecting the included Inspection Services, or to select an Inspector through the City's on-call selection process or other accepted means.

**General Services**

General Construction Management Services duties shall include, but not be limited to:

1. Prepare and maintain a project schedule identifying the critical path for expeditious project completion.

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2. Schedule and conduct the pre-construction meeting with all stakeholders, including preparations of agendas and minutes; and distribute to all applicable entities (not just attendees) within three (3) working days.
3. Schedule, facilitate, and attend public meetings as necessary.
4. Attend and present the project to City Council as required.
5. Prepare reimbursement requests and invoices for Caltrans and other funding agencies.
6. Prepare agreements and Purchase Orders.
7. Issue all necessary Notices to Proceed (NTP).
8. Review and process all invoices (City staff will approve).
9. Compose RFP's, NIP's, and Scopes of Services to retain other related design services, services of specialty Consultants/Contractors needed during construction, such as Design Review, Surveying, Inspection, Geotechnical, Material Testing, etc.; coordinate and schedule these services; and review proposals as necessary.
10. Maintain all project files in accordance with the City boiler format or as otherwise directed by the City Program Manager.
11. Maintain consistent communication (daily or weekly, depending on project activity/complexity) with the City Program Manager.
12. Facilitate, coordinate, and oversee the ongoing daily actions required to completely provide the full level of intended services and ensure that the project meets all applicable Federal, State, and local requirements.
13. Oversee and ensure that all measures of the specific project's scope of services are completed in a timely and professional manner with an emphasis on providing the City with a high quality project.
14. Report directly to the City Program Manager and act as a liaison between the City and all project stakeholders in order to accomplish the full project services intended by the City.

**Construction Management Services**

Typical Construction Management services shall include, but not be limited to:

1. Provide contract administration for the project and coordinate with other construction, as required.
2. Conduct an independent, complete, and in-depth review of the 95% PS&E package with field reviews with biddability/constructability/claims avoidance emphasis.
3. Coordinate and participate in pre-construction contract award activities, including conducting pre-construction meeting, and issuance of Notice to Proceed in accordance with the City's procedures.
4. Establish and maintain project controls and provide administrative,

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management, and related services necessary to coordinate the work of the Contractor and all sub-contractors in order to facilitate timely completion of the project in accordance with contract documents and City objectives.

5. Assist the Contractor in obtaining all building, grading, and other construction permits necessary for the project.
6. Provide, manage, coordinate, and ensure timely completion/approvals in response to all Requests for Information (RFI), shop drawings, product data samples, submittals, Change Notices, Intend to File Change Notices, and Construction Change Orders (CCO), as well as review, negotiations and issuance of the CCO to the Contractor.

Follow the established City procedures in processing CCO. Following is a brief outline of the City's procedures:

- a. Review requests for CCO received from the Contractor.
  - b. Recommend necessary or desirable project changes to the City with Design Consultant's concurrence.
  - c. Assist the City with concurrence of the Design Consultant in CCO negotiations.
  - d. Submit recommendations to the City relative to change order requests.
  - e. Prepare the CCO, obtain project designer's concurrence, and obtain Contractor and Design Consultant's signature on the CCO forms for the City's consideration, review, and approval.
  - f. Prepare staff report(s) for City Council approval of CCO, if necessary.
7. Ensure that contractor's daily work effort is documented.
  8. Prepare agenda, conduct weekly construction progress meetings and distribute minutes within three (3) working days.
  9. Ensure adequate inspection coverage for the project, coordinate and oversee project inspector(s).
  10. Schedule Building and Safety inspection of Electrical Service/Cabinets, footings, specialty retaining walls, or as otherwise required.
  11. Coordinate and schedule SCE service for the irrigation controller cabinets.
  12. Coordinate and schedule telephone service with the City's Telecommunications Engineer or applicable utility provider.
  13. Coordinate and schedule needed water service, water meter(s), and re-location of water line etc. with the local water purveyor as necessary for the project.
  14. Schedule with the City's Traffic Operations Supervisor to inspect new and modified traffic signals. The Consultant shall be responsible to document all work, including the Traffic Supervisor's inspection in the Consultant's Daily Diary.

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15. Provide administrative, management, and related services as required to coordinate work and to complete the project in accordance with the City's objectives for cost, time, and quality. The Consultant shall provide sufficient qualified personnel and management to carry out the requirements of the Project.
16. Schedule and conduct pre-construction and construction progress meetings to discuss such matters as procedures, progress, problems, scheduling, and coordination and other project related items. General construction progress meetings may be required on a weekly basis until the project is completed. Primary attendees will include: Utilities, Agencies, the City of Moreno Valley, and the Contractor. Prepare meeting agendas, and minutes for all meetings. The minutes shall be prepared and distributed to all attendees within three (3) working days after the meeting. The minutes shall include, but not be limited to, list of attendees with phone numbers and e-mail, synopsis of discussion items, any pertinent information, action items, and follow-up to the action items.
17. Obtain building permits and special permits for the improvements. The Consultant shall verify that the applicable fees and assessments have been paid, and shall assist in obtaining approvals from authorities having jurisdiction over the permits.
18. Maintain continuous 24-hour/7-day a week telephone accessibility during construction activity for emergency use.
19. Maintain record copies of the following:
  - a. Plans, specifications, and contract documents with all changes and modifications.
  - b. Permits.
  - c. Addenda(s), change order(s), shop drawings, product data, submittals, and samples.
  - d. Documentation through photos/videos of conditions just prior to start of construction.
  - e. Progress payments, inventories, and applicable codes.
  - f. Contractor's reports, correspondence, certified payrolls, and accident reports.
  - g. Survey and layout data and certifications, photographs of as-built locations and depths.
  - h. List of addresses, telephone and license numbers of General Contractor, all sub-contractors, material suppliers, and utility agencies.
20. Determine whether the work of the Contractor is being performed in accordance with the requirements of the contract documents, and endeavor to guard the City against defects and deficiencies in such work. The Consultant shall make recommendations to the Engineer regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Consultant shall also inform the City of work that does not

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conform to the requirements of the contract documents. The Consultant shall review the Contractor's recommendations for corrective action on observed non-conforming work.

21. Consult with the Design Consultant and City Program Manager if any contractor requests interpretations of the meaning and intent of the PS&E, and shall assist in the resolution of questions which may arise.
22. Identify and report potential contractor claims and recommend resolution.
23. Prepare the weekly statement of working days and send to the Contractor on a weekly basis.
24. Conduct interviews with the Contractor's and subcontractor's employees to ensure labor compliance.
25. Compare Certified Payrolls with Inspection Reports, employee interview forms, and the Prevailing Wage Rates, and verify proper payment in compliance with the project Specifications.
26. The Consultant does not have authority to make changes or deviations from the Plans and Specifications, except as authorized by the Design Consultant and City Program Manager.
27. Incorporate approved changes as they occur.
28. Review, comment and recommend processing of invoices for progress and final payments.
29. Endeavor to achieve satisfactory performance from each of the contractors and recommend courses of action to the Engineer when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action from the Consultant or Engineer.
30. Provide regular monitoring of the approved estimates of Total Construction Cost, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Consultant shall identify variances between actual and budgeted or estimated costs, and inform the City Program Manager whenever Project costs exceed budgets or estimates.
31. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
32. Ensure that safety programs are developed by the Contractor as required by their contract documents, and coordinate the safety programs for the project.
33. The Consultant shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the Contractor in performance of their contract with the City. The Consultant shall also not be responsible for the failure of the Contractor to carry out their work in accordance with the contract documents. The Consultant shall be

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responsible, however, for any reports, advice or information provided to the Design Consultant regarding the Project and the work of the Contractor, including any information regarding the compliance of their work with the contract documents.

34. The Consultant shall provide documentation (e.g. memorandum, letter, email, etc.) to the Contractor, City Program Manager, etc., regarding all important issues, decisions, and discussions within three (3) working days.
35. The Consultant shall be required to document and submit weekly written progress reports to the Engineer on multiple construction phases of the project, which shall include information on the Contractor and the Contractor's work, as well as the entire Project. The Consultant shall also keep a daily log containing a record of weather, the Contractor, work on the site, number of workers, craft or trades, equipment, subcontractors, work accomplished, problems encountered, and other similar relevant data as the Design Consultant may require. The Consultant shall make the log available to the City.
36. Observe the Contractor's check-out of utilities, operational systems and equipment for readiness, and assist in their initial start-up and testing.
37. Determine when the Contractor's work or a designated portion thereof is complete. The Consultant shall prepare a list of incomplete or unsatisfactory items (punch list) and a schedule for their completion. The Consultant shall coordinate the correction and completion of the Work.
38. Evaluate the completion of the work of the Contractor and make recommendations to the City Program Manager when work is ready for final inspection. The Consultant shall assist the City Program Manager in conducting final inspections and shall secure and transmit to the City Program Manager required guarantees, affidavits, releases, and waivers. The Consultant shall also deliver keys, manuals, and record drawings to the City.
39. Perform any necessary management services during the warranty period of the construction contract.
40. Address any business owner's and property owner's concerns and inquiries.
41. Coordinate close-out of the project, obtain necessary operation manuals, warranties, guarantees, and other applicable necessary information. Provide all documentation in a well-organized (binders, folders, CDs, etc.) manner in both electronic and hard copies.
42. Obtain all releases and warranty bonds from the Contractor and sub-contractors. Provide all documentation in a well organized (binders, folders, CDs, etc.) manner in electronic and hard copies.
43. Deliver a final completed project to the City which is in compliance with the PS&E package, and all applicable codes, standards and requirements.

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44. Provide a redline set of as-built plans to the Design Consultant to place as-built information on the Mylars.
45. Prepare status report for project close-out, prepare Staff Report for project acceptance and assist with filing of Notice of Completion.
46. Present the City with a complete project close-out file.
47. Perform such other project related duties as may be required by the City.
48. Perform warranty walk within one (1) year of the Notice of Completion.
49. The extent of the duties, responsibilities, and limitations of authority of Consultant as a representative of the City during the construction shall not be modified or extended without the written consent of the City Program Manager.

**Inspection Services**

In general, the Consultant Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the projects. The Consultant Inspector shall be able to understand and interpret Plans and Specifications and shall be familiar with the Greenbook (Standard Specifications for Public Works Construction), Caltrans Standard Specifications, City Standards, and OSHA Construction Safety Orders. The Consultant Inspector shall be able to interact professionally with contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. The Consultant Inspector shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing.

Typical Consultant Inspection services shall include, but not be limited to:

1. Review the Plans and Specifications thoroughly prior to the pre-construction meeting.
2. Establish effective communications with the Contractor, other agencies, utilities, and business and property owners.
3. Ensure compliance with the Plans, Specifications, and other requirements, such as, but not limited to, the Contract, Traffic Control, Cal/OSHA Standards, CCO, Permits, Standard Plans, checking line, grade, size, elevation, and location of improvements.
4. Monitor extra work.
5. Perform project oversight for the monitoring of traffic control, damage to infrastructure, and replacement of infrastructure to City Standards.
6. Attend the weekly construction meetings.

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7. Keep daily dairies (log), fill out Incident (accident) Reports, and take pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the Consultant Project Manager on the next business day for review and filing.
8. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
9. Monitor and provide supporting documentation on the personnel and equipment that is involved with any extra work performed by the Contractor.
10. During the course of inspection and monitoring of the work, if the Consultant Inspector observes an unsafe situation, he shall notify the Contractor of the violation and provide written notification of such infraction to the Contractor. If the Contractor refuses to comply, the Consultant Inspector shall notify the City and Cal OSHA.
11. Measure and tabulate contract quantities.
12. Review the Contractor's invoices, verify completed work, and approve all quantities.
13. Prepare a list of items for correction (punch list) and prepare redlined as-built plans.
14. The Consultant Inspector does not have the authority to allow deviations from the Contract Plans and Specifications.
15. Possess a digital camera, and shall provide digital images of the project to the City of Moreno Valley in "jpg" format.
16. Possess a vehicle and a mobile phone for immediate contact by the City, show proof of a valid California's driver's license, and insurance.
17. Normal working hours are from 7:00 a.m. to 3:30 p.m. with a 1 hour lunch break; however, the Contractor may be allowed to start earlier to minimize disruption to business and intersection work may be performed at night with written authorization from the City.
18. Perform other related duties as required.

**V. CONSULTANT'S PROPOSAL AND COMPENSATION**

The Consultant's Proposal shall be no more than 30 pages, if submitting for Professional Design and Project Management Consultant Services or for Construction Management Services. The Consultant's Proposal shall be no more than 50 pages, if submitting for both Professional Design and Project Management Consultant Services and for Construction Management Services. The page limits exclude a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to



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comply with requirements and conditions of the Request for Proposal will not be given further consideration.

At a minimum, the Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed Consultant Project Manager's qualifications, track record and relevant experience.
- D. **Staffing Plan:** Discuss staffing plan, workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services (a sample of the Agreement is attached as **Exhibit B**) for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. **The Statement must include that the Consultant will be able to execute the City standard agreement without any modifications.**

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3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
6. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. **The resource allocation matrix and the project preliminary engineering and design phase schedule are required** of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The Title Reports shall be a separate line item under the right-of-way task.

The resource allocation matrix, in addition to any tasks the Consultant chooses to list, shall include but not be limited to meetings, Traffic Studies, Hydrology/Hydraulics Studies, Storm Water Pollution Prevention Plans, right-of-way, As-Built Drawings, and GASB 34 documentation.

7. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
8. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

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9. A statement that all charges for Consultant services is a "Not-to-Exceed fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal. All extra work will require prior approval from the City.
13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
15. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
16. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
17. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
18. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders

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final payment to the Consultant, without further acknowledgment by the parties.

This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Proposer should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department of Transportation*, the City has implemented a wholly Race-Neutral DBE Program.

A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. A Race-Neutral Program utilizes measures that can assist a wide variety of small businesses including DBEs, such as arranging solicitations, times for the presentation of proposals, quantities, specifications, and delivery schedules in ways that facilitate DBE and other small business participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime Consultants to subcontract portions of work that they might, otherwise, perform with their own forces). However, under a Race-Neutral DBE Program, the City may no longer advertise DOT-assisted contracts containing numeric race-conscious goals or require a Proposer to utilize DBEs as a condition of award. Race-neutral DBE participation includes any time a DBE obtains a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

20. Complete "Disclosure of Lobbying Activities" (Form LLL – see attached).
21. Complete List of Subconsultants
22. Complete Proposer's List of Subconsultants (DBE and Non-DBE) - Parts I and II (attached).

**VI. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES**

The Consultant shall be required to comply with all federal, state, and local laws and

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ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll records are delinquent or inadequate.

**VII. FEDERAL EMPLOYEE BENEFIT**

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

**VIII. PAYMENT TO CONSULTANT**

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Project Fee Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all professional consultant services necessary to complete the work covered by this request for proposal.
- D. The City will pay the Consultant for work completed at the completion of the defined milestones. There will be no monthly invoice payments unless specifically identified otherwise below. These Milestones are:
  - 1. Project Summary Memorandum complete.
  - 2. Environmental Clearance obtained.
  - 3. "Phase 1, 35% Level Completion" is complete.
  - 4. "65% Level Completion" is complete.
  - 5. "95% Level Completion" is complete.
  - 6. "Phase 2, 100% Level Completion" is complete.
  - 7. Legals/plats and appraisal reports are complete.
  - 8. Right-of-way negotiations and acquisition related services on a monthly basis.
  - 9. Project Bidding and Construction Support on a monthly basis.
  - 10. Construction Management/Inspection Services on a monthly basis.
  - 11. Any other additional authorized work on a task successfully completed and accepted basis.

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The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.

- E. Milestone invoice payments and where applicable monthly invoices will specifically identify job title, person-hours, and costs incurred by each task or it will be rejected and asked to be re-submitted.
- F. Reimbursable costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- G. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- H. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- I. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- J. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

**IX. INSURANCE**

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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

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of Moreno Valley, and the Moreno Valley Community Services District, Eastern Municipal Water District and Riverside County Flood Control and Water Conservation District, its officers, employees and agents are included as additional insured under this general liability 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 Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. Insurance companies providing insurance hereunder 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.
- G. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's 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 Agency, 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 said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Land Development Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Land Development Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

**X. INDEMNIFICATION**

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District and Riverside County Flood Control and Water Conservation District, their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the negligence or willful misconduct of the City, RDA and CDS, their officers, agents or employees.

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- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant'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 the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, their officers, agents or employees.
- C. The City agrees to indemnify, defend and save the Consultant and their 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 subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents or employees.

**XI. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**XII. INDEPENDENT CONTRACTOR**

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

**XIII. CONTRACT**

The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.



**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
PROFESSIONAL CONSULTANT SERVICES  
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The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

**XIV. GENERAL CONDITIONS**

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**XV. SELECTION CRITERIA**

It is the City's intent to select and utilize the Professional Services in one of the following scenarios:

- A. A proposer that provides Professional Design and Project Management Consultant Services (Part 1) may be selected and assigned to provide these services only. In this case, the City may then select a different firm to provide the Construction Management Consultant Services.
- B. A proposer that provides Construction Management Consultant Services (Part 2) may be selected and assigned to provide these services only. In this case, the City may then select a different firm to provide the Professional Design and Project Management Consultant Services.
- C. A proposer that provides both Professional Design and Project Management Consultant Services and Construction Management Consultant Services (Parts 1 and 2) may be awarded the contract for one or both (Parts 1 and 2) of the professional services.
- D. Part 1, Professional Design and Project Management Services (100 points) and Part

**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
PROFESSIONAL CONSULTANT SERVICES  
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2, Construction Management Services (100 points) will be evaluated separately based upon the above concepts, the Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

1. Organization and staffing of the team (20 points) – Information about the company (and all sub-Consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement. Background on key personnel (including all sub-consultants) that will participate in the project including qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies, and proven track record and depth of understanding/ knowledge of the proposed Design Consultant Project Manager, Consultant Construction Manager, and/or Inspector.
2. Project Approach/Understanding (40 points) – Understanding of project, proposed approach in managing the project expertly and in an efficient manner. Discuss the management approach and organization necessary to complete the specific project that clearly identifies coordination with all participants to ensure project milestones are met; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction. Identify major issues and challenges on the project and how the Consultant team plans to address them. The Consultant shall provide a summary of milestones, constraints and its ability to complete the project within the proposed schedule.
3. Detail project scope (40 points) – In addition to the City identified scope of work described in this RFP, the consultant shall describe in detail the scope of work and deliverables for each task. It should compliment the consultant's resource allocation chart and project schedule delivery timeline preferably highlighting its ability to significantly improve on the timeline milestones as described this RFP. The scope of work shall include any information required to further clarify the scope of work included in this RFP. The scope of work shall reflect the cost estimate included in the separate sealed envelope and the schedule included in the consultant's proposal.

**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
PROFESSIONAL CONSULTANT SERVICES  
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**Exhibit "A"**

**General Design Submission Requirements**

The following typical elements of the General Design Submission Requirements are representative of the specific completion levels, but not necessarily all-inclusive.

1. **35% Level Completion:** Complete supporting plans and estimates for Project Report; complete Special (Technical) Provisions outline; resolve alternatives and alignment issues; identify preliminary right-of-way and easement needs; complete Geotechnical Report; complete Hydrology and Hydraulic reports; and complete environmental documentation; and obtain all environmental approvals.
  - Project Summary Memorandum is based upon the City boiler format and is complete.
  - Basis for design are established and preliminary level design (foot print) is frozen. There are either few or no more basic design changes.
  - Initial plan review by all city departments, utility companies, and other associated agencies is complete.
  - As necessary, public meetings have taken place and the concept is established and approved.
  - City client departments have signed-off on the design.
  - City's Drawing standards are to be used.
  - Conceptual work is complete and the design is ready to proceed in to PS&E documentation phase.
  - Surveys are completed and boundaries established on plans.
  - Horizontal and Vertical alignments are established on plans.
  - Curb/gutter lines to centerline dimensions are shown on plans.
  - Intersection and corner radius information is shown on plans.
  - Parcel delineation, with site address and Assessors Parcel Number, are shown on plans.
  - Special (Technical) Provisions outline is established and is based on City's boiler format.
  - Preliminary Engineer's Estimate is compared to project budget – perform a reality check.
  - Design Schedule, with required critical path, is approved.
  - Inter-/Intra-discipline Quality Assurance/Quality Control check is performed.
  - Geotechnical Report is complete.
  - Hydrology and Hydraulic reports are complete and approved.
  - Utilities initial investigation is complete and tracked using a utility response matrix.
  - First meeting with utility companies has taken place and all are on-board.
  - Proposed utilities' connections/improvements, etc., are essentially agreed upon.
  - Existing utilities to be relocated, to be abandoned, and/or re-routed are established and agreed upon.
  - Meeting with all other interested parties, such as fire and police, etc., have taken place.
  - All preliminary right-of-way and easement needs are shown and analyzed, and ownership is investigated.
  - Required environmental form or Environmental Document is complete and approved.

**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
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2. **65 % Level Completion:** Resolve right-of-way issues; complete detailed street, traffic signal, and drainage design; complete water quality improvements; complete project specific plans improvements.
  - Overall Design progress must be at a level that was established in the critical path.
  - Grading Plan is complete.
  - Horizontal and Vertical alignments are complete.
  - Draft Specifications, including General Provisions and Special Provisions, are complete.
  - Complete Engineer's Estimate reflecting 65% complete level design work effort.
  - 2<sup>nd</sup> inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 35% have been addressed.
  - Follow-up meetings with utility companies, if necessary, have taken place.
  - All existing utility conflicts are addressed and resolved, and tracked using a utility response matrix.
  - Proposed utilities plan is essentially complete.
  - All right-of-way and easement needs are shown and finalized, and ownership is confirmed, if necessary, with Title Reports.
  
3. **95% Level Completion:** Obtain all needed right-of-way; complete plans, specifications, and estimates and submit for final review and comments.
  - All design documents (PS&E) are essentially complete as if ready to bid.
  - PS&E is ready to submit for review.
  - Specifications document includes General Provisions and Special Provisions and shall be complete in every manner.
  - Liquidated damage calculation is complete.
  - 100% Engineer's Estimate is complete. It shall be at or 10% (maximum) below the construction budget amount provided by the City.
  - 3<sup>rd</sup> inter-/intra-discipline Quality Assurance/Quality Control check is performed for Plans, Specifications, and Engineer's Estimate (PS&E).
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 65% have been addressed.
  - Ready for biddability, claim avoidance, and constructability reviews.
  - All right-of-way and easement documents have been obtained, or are in the final process of being obtained.
  
4. **100 % Level Completion:** Final detail to plans, specifications and estimates ready for signatures.
  - PS&E is ready for signature.
  - Must include a set of drawings and a comments matrix with responses proving that all comments made at 95% have been addressed.
  - Project is ready for advertisement.
  - All available and applicable permits have been received.
  - Sign-off has been obtained from all entities having jurisdiction on approving the PS&E documents, including sign-off by the City's required departments or divisions.
  - All right-of-way and easement documents have been obtained.

**REQUEST FOR PROPOSAL FOR NASON (FIR – CACTUS)  
PROFESSIONAL CONSULTANT SERVICES  
PROJECT NO. 15-12185820**

**Exhibit "B"**

**Sample City-Consultant Agreement**

W:\CapProj\premk\CAPITAL PROJECTS DIV\Nason btwn Fir and Cactus\Nason St (Fir to Cactus) 15-12185820 - Final Design-PM-CM  
RFP (revised 083011).doc

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# PROACTIVE

ENGINEERING CONSULTANTS

**PROPOSAL FOR PROFESSIONAL DESIGN AND  
PROJECT MANAGEMENT CONSULTANT SERVICES  
STREET IMPROVEMENTS FOR NASON STREET  
FROM FIR AVENUE TO CACTUS AVENUE  
PROJECT NUMBER: 15-12185820**

SEPTEMBER 29, 2011



Prepared for:

**The City of Moreno Valley  
Capital Projects Division**



ATTACHMENT "B"

-175-

**Item No. A.10**

PROACTIVE

ENGINEERING CONSULTANTS

A Different Kind of Company

September 29, 2011

Mr. Larry Gonzales, Senior Engineer, PE  
City of Moreno Valley  
Capital Projects Division  
14177 Frederick Street  
Moreno Valley, CA 92552-0805

**RE: Proposal and Qualifications for Professional Design and Project Management Consultant Services for Street Improvements for Nason Street from Fir Avenue to Cactus Avenue (Project Number: 15-12185820) for the City of Moreno Valley's Capital Projects Division.**

Dear Mr. Gonzales:

Thank you for the opportunity to present this proposal to support the City of Moreno Valley with professional consulting and project management services. To effectively accomplish the City's goal of designing and constructing Nason Street to its ultimate configuration, an experienced, creative and innovative project team is needed to develop cost effective, aesthetic, and environmentally sensitive solutions to project challenges.

Several key constraints for the proposed improvements to Nason Street have been identified:

- Close coordination with SCE to ensure timely and successful implementation of undergrounding utilities with cost sharing under Rule 20
- Developing a functional roadway alignment that minimizes right of way take , environmental impacts, and overall project costs. Alignment will consider only four lanes of divided arterial
- Coordination with currently active Nason Bridge/SR60 project that abuts the North boundary of this project, as well as the Nason/Cactus project, currently in design southerly of this project
- Possible collapsible soils issues based on team members past experience
- Coordination with access points to various properties during construction
- Work on time constraint for acquiring R/W and construction easements from various owners
- Coordination with EMWD for relocation of existing booster station
- Close coordination with Riverside County Flood Control District
- Need to anticipate and mitigate traffic impacts as they relate to construction on adjacent residence and businesses, particularly, the Stoneridge Towne Centre, Valley View High School, Riverside County Regional Medical Center and ancillary functions, and bus transit operation along Nason.

The PROACTIVE team is uniquely qualified to accomplish the City's goals and effectively deal with these project constraints.

1375 California Avenue  
Corona CA 92681  
951-260-1300  
951-260-0173

engineering.net



Two key elements that the PROACTIVE team uniquely provides are thorough QA/QC and a comprehensive project approach:

1. Project Management and QA/QC – Ned Ibrahim will provide Project Management and QA/QC. He brings 26 years experience as a public agency engineer in Riverside County, and his most recent role as a manager of special districts and Inspection. Mr. Ibrahim will also provide Rule 20 oversight, and he has completed several Rule 20 projects in the past. This experience gives him unique qualifications to provide crucial and timely input to help ensure that the City's goals are achieved.
2. Comprehensive/Experienced Team – This team has worked together on many projects. Most recently worked together on the Kitching Street widening project. The PROACTIVE team is comprehensive and provides all critical services needed including: appraisal, R/W negotiation and acquisition, undergrounding Rule 20 experts, and potholing.

These elements show that the PROACTIVE team has carefully considered the elements required to achieve the City's goals in an efficient, comprehensive, and quality manner.

The PROACTIVE team is made up of the following members:

- NI Associates, Inc. (Ned Ibrahim) – Project Manager and QA/QC and Rule 20 oversight
- PROACTIVE Engineering Consultants – Civil Engineering/Mapping/Survey
- RGI – Rule 20 undergrounding/utility relocation
- BonTerra – Environmental
- Urban Resources – Traffic Engineering
- LOR Geotechnical – Geotechnical Engineering
- Overland Pacific and Cutler – Appraisal and R/W Acquisition
- SAF-r-DIG – Potholing

Our team has completed extensive study of the project site, the RFP, and most team members have worked on projects either in or for the City of Moreno Valley including the 1.5-mile Kitching Street Widening project and the 1.8 Cactus Avenue widening project. Our team is comfortable with the schedule for an NTP in Nov/Dec 2011, and calls for 35% work product to be complete in August of 2012.

Thank you again for the opportunity to be of service.

Sincerely,



Thomas E. Braun, PE  
Principal



Michael Ng, PE  
Sr. Project Manager

# City of Moreno Valley

Nason Street from Fir Avenue to Cactus Avenue (Project Number: 15-12185820)

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ENVIRONMENTAL (Bonterra)	
TRAFFIC (Urban Crossroads)	
GEOTECH (LOR Geotechnical)	
R/W ACQUISITION / APPRAISAL (OPC)	
POT HOLING (SAF-r-DIG)	
UTILITY UNDERGROUNDING (RGI)	

## **NASON STREET PROPOSAL MORENO VALLEY**

### **A. PROJECT UNDERSTANDING KEY PROJECT ISSUES/PROPOSED SOLUTIONS**

The City of Moreno Valley has identified a goal of revisiting the General Plan Circulation Element to consider the current street section. The consulting team will analyze to see if an ultimate street section that is smaller than the current GP might be adequate based on current traffic projections. The PROACTIVE Engineering Consulting team has identified several critical issues that must be addressed to ensure the success of the project. During the 35% ("baseline") design phase, PROACTIVE will develop a constraint and opportunities analysis based on the field review, traffic analysis, conceptual alignment studies, and environmental findings. The purpose will be to identify key elements that may affect the standard roadway section design improvements, and provide alternative alignments that perhaps would be more cost effective, especially in relation to the amount of land takes that may be needed, while still providing an adequate street section. The City has state that landscaping is not part of this work effort so minimizing parkway improvements would be a logical cost saver. A possible bike lane would also be a consideration. For a clear identification of the various issues, the PROACTIVE team has broken the project down into seven segments that correspond to the reaches between intersections. Each individual segment appeared to have fairly homogenous improvements within its reach, so these segments made logical sense for analysis purposes:

- Segment 1: Cactus Ave to Brodiaea Avenue
- Segment 2: Brodiaea Ave to Alessandro Blvd
- Segment 3: Alessandro Boulevard to Bay Ave
- Segment 4: Bay Avenue to Cottonwood Ave
- Segment 5: Cottonwood Ave to Dracaea Ave
- Segment 6: Dracaea Ave to Eucalyptus Ave
- Segment 7: Eucalyptus Avenue to Fir Avenue



As part of the 35% level "baseline" conceptual design task the PROACTIVE team would consider the following:

Traffic Analysis Issues ( apply to all segments):

#### **PROJECT UNDERSTANDING**

The transportation analysis and traffic engineering will play a key role in the overall success of the Nason Street Improvement Project. The transportation analysis will take place during the initial phase of the work effort and will serve to determine / confirm the need (or lack thereof) for the ultimate improvements that are currently included in the City of Moreno Valley General Plan.

The General Plan currently shows a variety of designations for Nason Street within the project area, including a Divided Arterial from Fir Avenue to Dracaea Avenue, an Arterial from Dracaea Avenue to Alessandro Boulevard, and a Divided Major Arterial (with a reduced cross-section) from Alessandro Boulevard to Cactus Avenue. It is the opinion of the project team that the current General Plan designations should be reviewed, and a more uniform designation and cross-section can be recommended for adoption through an update of the General Plan Circulation Element in conjunction with this project.

It is also our opinion that the traffic analysis is likely to result in a finding that a raised median will be desirable throughout the project limits. Therefore, a task to define allowable access points / openings in the median is also included in the Phase 1 work effort.

Based on discussions with City staff and review of available plans, it appears that traffic signal modifications or new traffic signals will be required at the following seven (7) locations:

Nason Street (NS) at:

- Fir Avenue (NS).
- Eucalyptus Avenue (EW).
- Dracaea Avenue (EW).
- Cottonwood Avenue (EW).
- Bay Avenue (EW) [NEW].
- Alessandro Avenue (EW).
- Riverside County Regional Medical Center (EW) [NEW].

City staff has indicated that the anticipated traffic signal at the Riverside County Regional Medical Center will require that traffic at Brodiaea Avenue be limited to right turn in/out access to Nason Street.

Revisit City traffic model based on current projections and constraints. Tentative observation is that a 120' six lane divided major arterial would not be warranted, but that a four lane divided arterial (110' ROW) would be adequate. This is based on current projections of less than 20,000 ADT south of Alessandro, and less than 30,000 ADT north of Alessandro. The team will work closely with the City traffic division to arrive at appropriate and defensible conclusions.

Project Management Issues (these apply to all segments)

Professional project management will be crucial to the success of this project. NI Associates has a great deal of experience on many public works projects, and comes from a public agency background. Key project management issues include:

- Maintenance and monitoring of project schedules.
- Leading team for maximum efficiency/collaboration.
- Leading of public meetings to obtain adequate input from the local community.
- Prompt attention to paperwork (staff reports, memos, invoices, RFI's, etc.).
- Preparation of CIP budget updates.
- Accurate estimating of costs.
- Oversight of daily operations.
- Plan review for bidability, efficiency and constructability.
- Assist in identifying required federal, state and local permits environmental permits.
- Meet with City team frequently in early stages of project to quickly work to develop creative cost saving solutions, and to

discard non-feasible ones. Feasible alternatives would be presented to the City for their review, and once an approved preferred alternative is determined by the City, the PROACTIVE team would proceed with the design plans for the final design if the City authorizes.

Undergrounding of utilities (these apply to all segments)

It is our understating from the RFP that the City desires to pursue Rule 20 utilities undergrounding funds from Southern California Edison (SCE). In August 2011 the City has taken the initial steps of prioritizing projects for utility undergrounding in accordance with City Policy # 2.03 and in conformance with CPUC regulations.

Due to the extended timeline in processing request through SCE and the time to design and install the converted facilities, our PM and Utilities Coordinator will begin work on this critical task at earliest time after we receive the Notice to Proceed.

Rule 20 creates three situations where SCE will contribute to an applicant-initiated undergrounding project: Rule 20A, Rule 20B and Rule 20C. Under Rule 20A, SCE is generally responsible for paying for undergrounding. Under Rule 20B, SCE and the City share the cost of undergrounding. Lastly, under Rule 20C, the City is responsible for the entire cost of undergrounding with only a credit for the salvage value of the replaced overhead facilities. We anticipate that the subject project will process under Rule 20B.

Review current proposed location of SCE facilities (per Hale Engineering study). Confirm location with SCE and City. Consider provision for adequate stubs for eastern vacant property.



Surveying/Mapping Issues (these apply to all segments)

The work required under this RFP will involve a variety of surveying and mapping related tasks in support of the engineering effort. The success of the project will largely depend on the quality and accuracy of the work performed in these areas. With a talented staff of experienced professionals PROACTIVE is highly qualified to provide these services and has the resources necessary to meet the scheduling demands and challenges faced in dealing with a project of this nature. It is also anticipated that a variety of survey methods and safety considerations will be required for this effort. PROACTIVE is fully equipped with the latest in conventional survey equipment and GPS Receivers (including RTK using VRS technology), and the experience and knowledge to use these resources to their fullest potential. Key survey issues include:

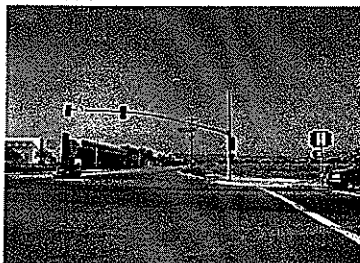
- Safety measures to protect field staff in busy street conditions and in cases where right-of-way access is limited. Field surveys will be performed in a manner to preserve safety of residents and property in addition to team members.
- Thorough and accurate research of the existing right-of-way condition, and any properties that may be impacted by improvements.
- Survey existing handicap ramps to verify if they are ADA compliant.

**STREET IMPROVEMENT SEGMENTS 1-7**

**Segment 1: Cactus Avenue to Brodiaea Avenue**

Existing Condition:

- Current ROW appears to be 90'.
- Cactus Avenue intersects Nason Street in a signalized 4 way intersection.
- All curb returns are concrete and Nason street section is currently laid out for a wide road section.

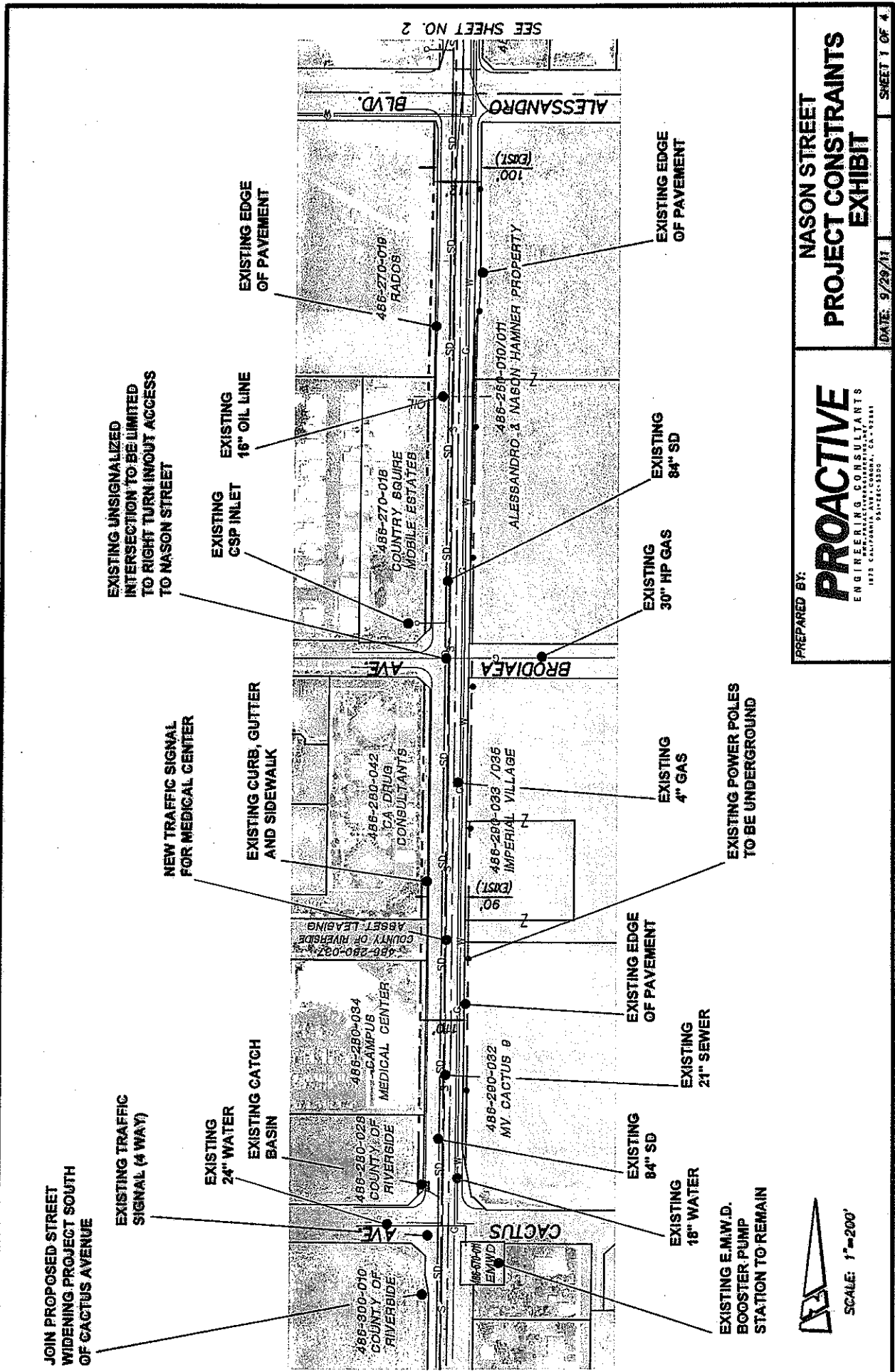


- The south side has full curb, gutter, and sidewalk. North side is AC berm only. Current striping is for two lanes with the edge being striped as a wide parking lane. Westbound has full curb, gutter, and sidewalk on the north side, and AC berm on the south side.
- Moving northward, the east side immediately transitions to AC berm after the curb return for 100' or so, and then has simply an edge of pavement and dirt shoulder. Overhead utility lines are located approximately 15' behind the EP. The east side of this segment is completely undeveloped. The land is flat and covered with low weeds.
- Except for the first 200', the west side of this segment is fully developed. The Riverside County Regional Medical Center hospital is the first development on the west. Moving northward the Integrated Care Community residential development fills out the segment all the way to Brodiaea. West side improvements include curb, gutter, parkway, sidewalk, landscaping, and street lighting. This western segment appears to have been constructed with ultimate improvements considered.
- Underground utilities: 84" SD, 21" SS, 18" CML&C water, 4" gas.

Key Issues/possible solutions:

- Since sidewalk already exists on the west side, consider no sidewalk on the east side to minimize construction costs and land takes. Allow a future developer to complete improvements and dedication. Pedestrians can safely travel on the west side, or they can walk in the dirt shoulder area on the east side.
- Based on discussions with City personnel, the Cactus intersection is currently being designed and will likely be constructed prior to the Nason project proceeding. Thus, it is assumed that signal and land takes will not be needed. Transitional striping and possible impacts to the median south of Cactus may occur.
- Drainage does not appear to be a significant constraint in this segment since there is a CB installed at NW corner..
- Since curb returns at the Cactus intersection appear to accommodate ultimate design (subject to additional traffic analysis), no changes are anticipated to the curb returns, signal, or Cactus improvements going east and west directions.

Item No. A.10

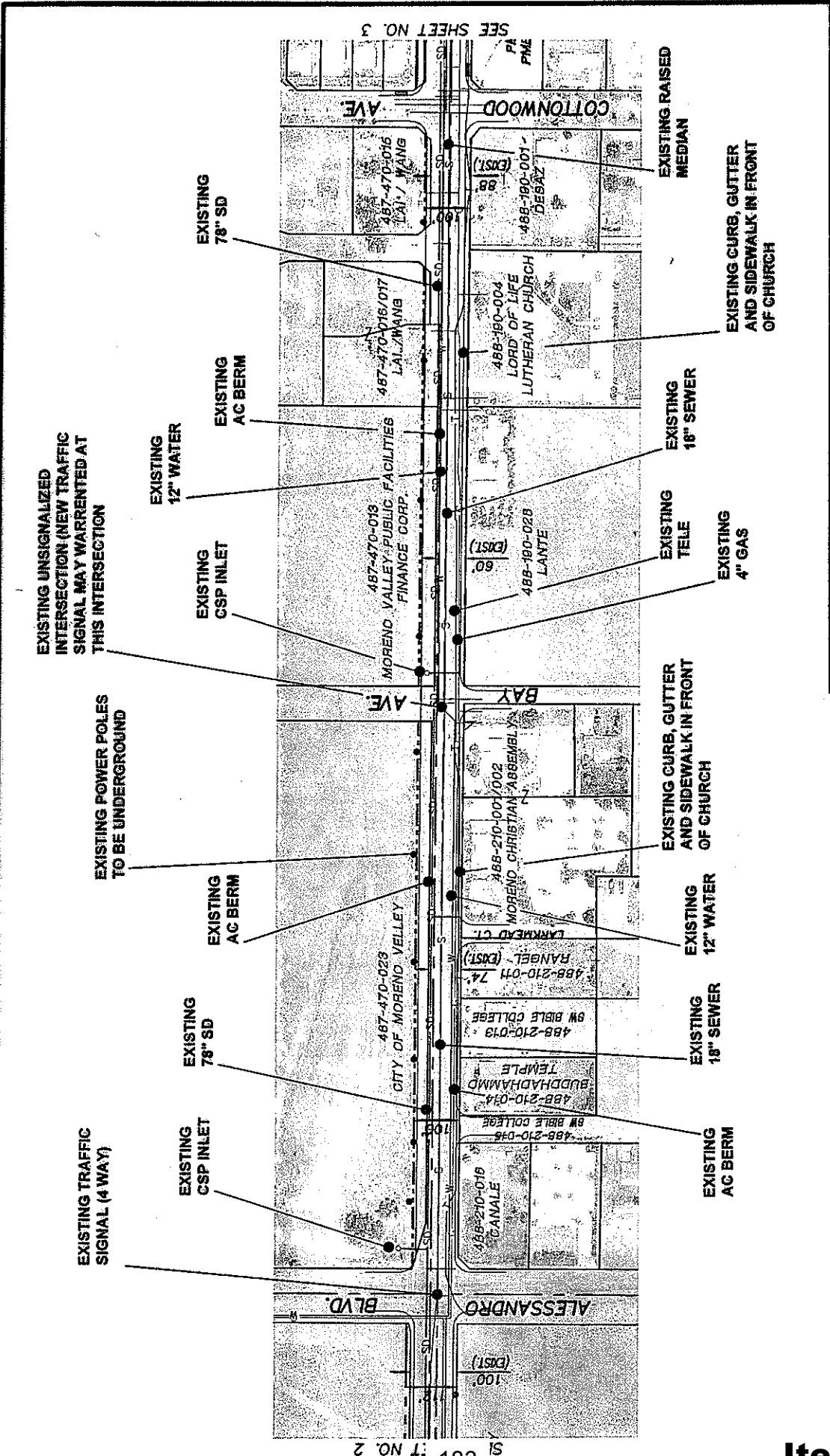


SCALE: 1"=200'

PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 1875 CALIFORNIA AVENUE, SUITE 200  
 SAN ANTONIO, TEXAS 78208

**NASON STREET  
 PROJECT CONSTRAINTS  
 EXHIBIT**

DATE: 9/29/11 SHEET 1 OF 4



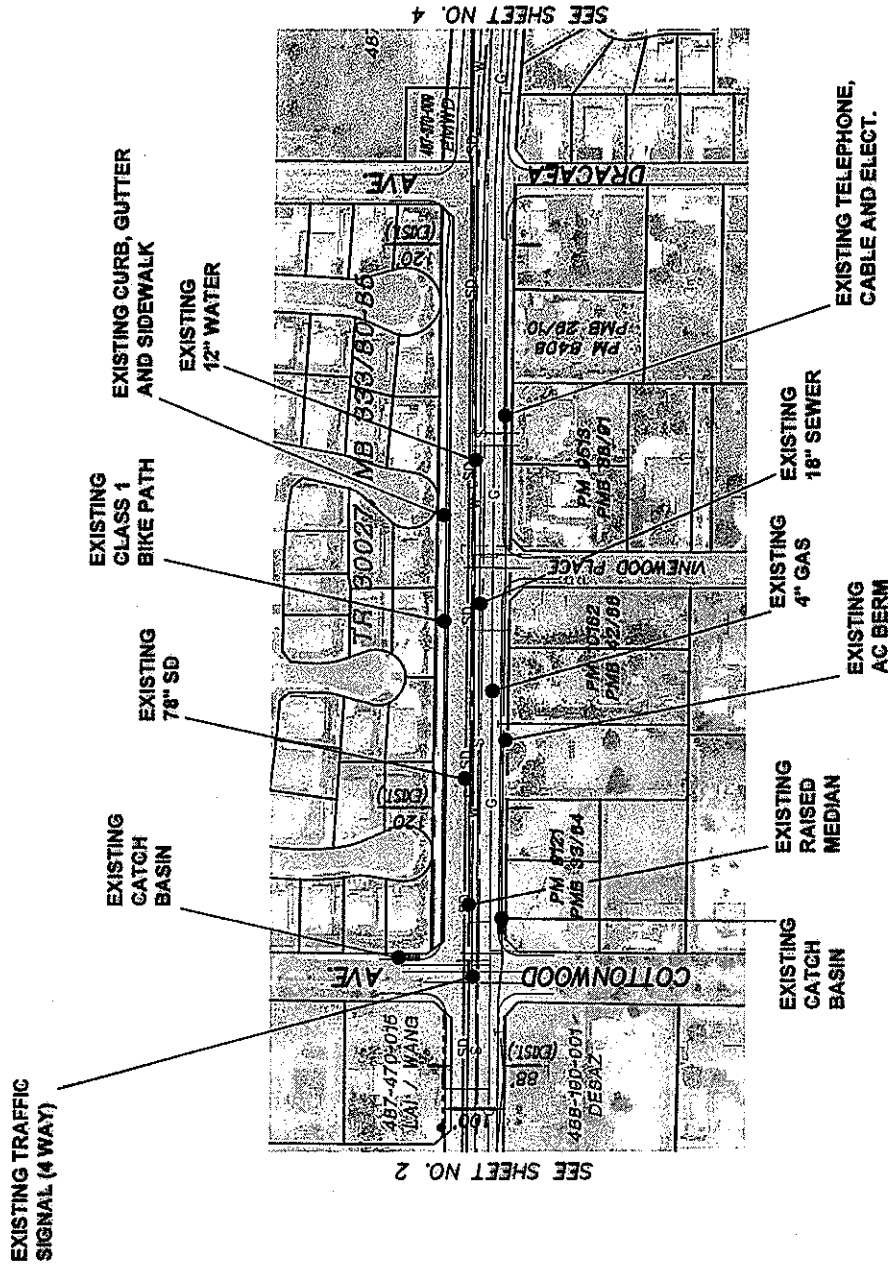
PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 1875 CALIFORNIA STREET, SUITE 100, SAN JOSE, CA 95128  
 916-250-3200

NASON STREET  
 PROJECT CONSTRAINTS  
 EXHIBIT

DATE: 9/29/11

SHEET 2 OF 4





SCALE: 1"=200'

PREPARED BY:

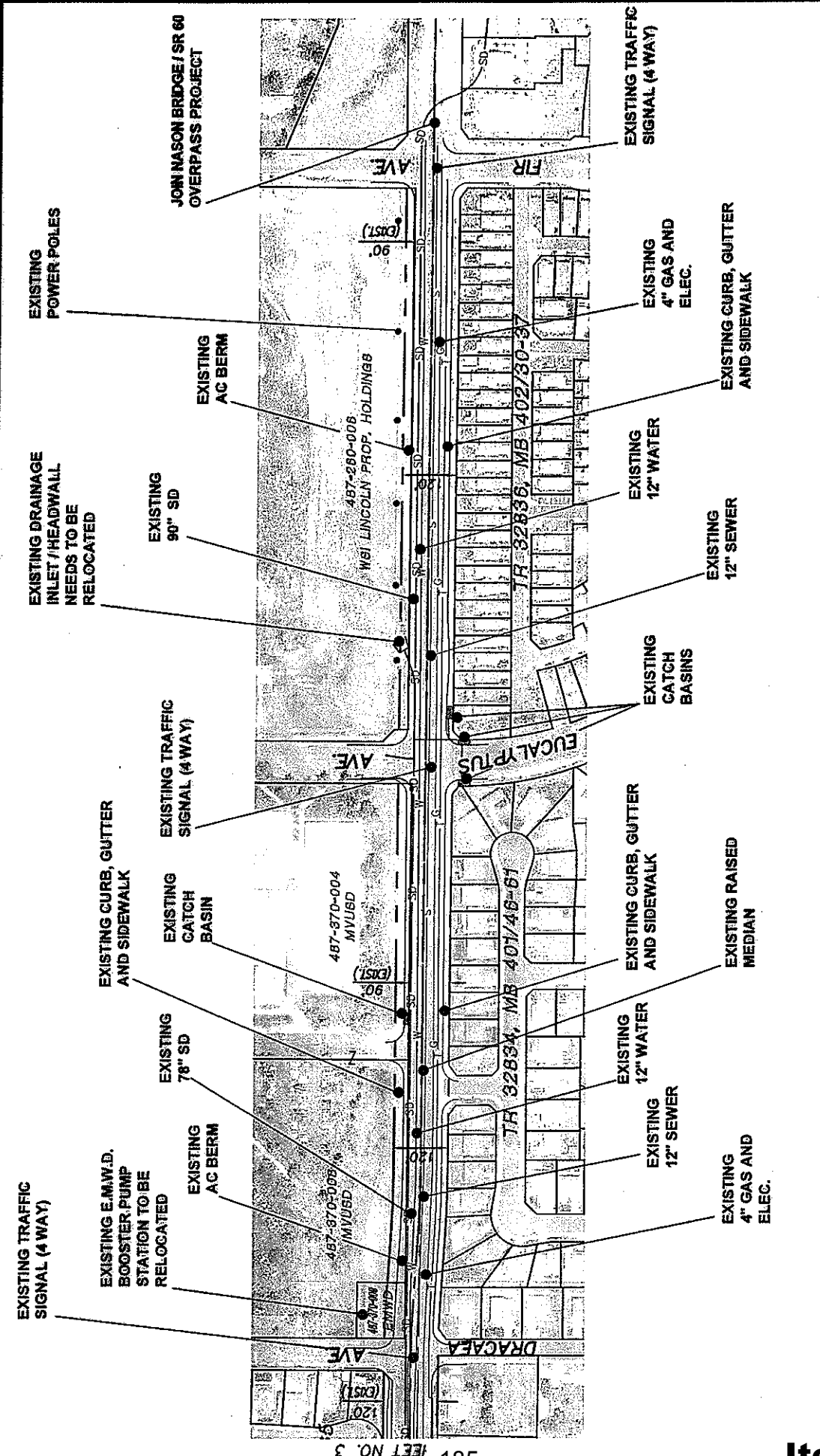
**PROACTIVE**  
ENGINEERING CONSULTANTS  
1030 CALIFORNIA AVE., COSTA MESA, CA 92626  
714-440-3344

**NASON STREET  
PROJECT CONSTRAINTS  
EXHIBIT**

DATE: 9/29/11

SHEET 3 OF 4





PREPARED BY:  
**PROACTIVE**  
 ENGINEERING CONSULTANTS  
 1875 CALIFORNIA AVE., COVINA, CALIF. 91724  
 951-261-3500

**NASON STREET  
 PROJECT CONSTRAINTS  
 EXHIBIT**

DATE: 9/29/11

SHEET 4 OF 4



Item No. A.10

- Special attention and coordination will be required for the main entrance to the hospital during construction. Full and safe emergency vehicle access must be continuously provided. City staff have indicated that a new traffic signal is warranted at the Medical Center.
- The impacted lands in this reach do not appear to pose a significant environmental constraint.
- Properties on the SW and NW corner of Cactus are owned by the County of Riverside. Based on tentative research, and discussions with City personnel, takes are not anticipated for the remaining west side properties (hospital, Integrated Care Community, and a street parcel owned by the County of Riverside). SE corner of Cactus is an EMWD booster station. The parcel appears to extend into the Nason improvements, but full improvements appear to be in place so easements may already be in place and no new construction needed for that corner. Between Cactus and Brodiaea on the east side there are two ownerships: MV Cactus 9, and Imperial Village (two parcels). Land take will be required from these two ownerships. Alternate street ROW will be considered to minimize the impacts.
- Potentially collapsible soils have been encountered near the hospital. Design pavement section to accommodate that potential if required.

**Segment 2: Brodiaea Avenue to Alessandro Boulevard**

**Existing Condition:**

- Current ROW appears to be 90-100' (widens as it approaches Alessandro).
- Brodiaea intersects Nason in an unsignalized 3 way intersection ("Tee" to the west). ROW appears to be dedicated to the east for a future roadway (existing is undeveloped flat land with low weeds).



- SW curb return is concrete, and NW is only EP.
- The intersection is set up for two lanes for north and one lane for south travel plus a southbound right turn lane. Westbound on Brodiaea is set to accommodate two lanes. The south side has full curb, gutter, and sidewalk. North side is EP only.
- Moving northward, the east side has simply an edge of pavement and dirt shoulder. Overhead utility lines are located approximately 20' behind the EP. Some utility poles that are closer to the existing road are protected by guard rails.



The east side of this segment is completely undeveloped. The land is flat and covered with low weeds.

- The west side of this segment is completely undeveloped. One lone utility pole is adjacent to the roadway about midway in this segment.
- Underground utilities: 84" SD, 18" SS, 18" CML&C water, 4" gas.

**Key Issues/possible solutions:**

- There is no sidewalk on either side, so consider no sidewalk, or one side only, to minimize construction costs and land takes. Allow future developers to complete improvements and dedication. Pedestrians can safely travel in the dirt shoulder area on either side.
- Since existing ROW is close to the 110' needed for the Divided Arterial section, consider allowing the 86' curb to curb improvements to be constructed in their ultimate locations, and sidewalk/parkway as the section allows. This will save on land takes and construction cost.
- Drainage does not appear to be a significant constraint in this segment as a CSP inlet could be relocated at the NW corner.
- Construct ultimate curb return at the Brodiaea intersection to accommodate

ultimate design Subject to additional traffic analysis, no changes are anticipated to the Brodiaea improvements to the west, except for the curb return and a pavement transition for westbound traffic. For Brodiaea east of Nason, since no current street exists, team recommendation is to not install curb returns, but leave as a tee intersection and allow a future developer to construct the street connection. City staff have indicated that traffic at Brodiaea intersection will be limited to right turn in and out access to Nason due to the propose traffic signal at the Medical Center.

- The impacted lands in this reach do not appear to pose a significant environmental constraint.

**Segment 3: Alessandro Boulevard to Bay Avenue**

**Existing Condition:**

- Current ROW appears to be 74', except for a flared area near the NW intersection with Alessandro.
- Alessandro intersects Nason Street in a signalized 4 way intersection.
- Only the NE curb return is concrete. Other three are EP or AC berm.



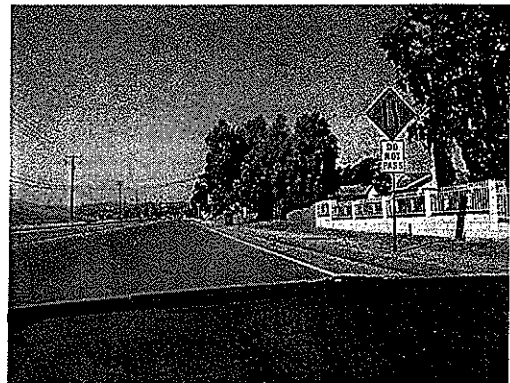
- East of Nason on Alessandro has one eastbound lane, with westbound having a left, thru, and right. The north side has full curb, gutter, and sidewalk. This will need to be checked for ADA compliance. Remaining legs are EP only.
- Moving northward, the east side immediately transitions to AC berm after the curb return and the paving transitions to a single northbound lane. After the first intersecting side street (Larkmead Court), full curb, gutter and sidewalk are installed (fronting the church property). Then a lane is lost and AC berm marks the edge. At the next church, again full curb, gutter and sidewalk are installed, and the pavement is wider.

After the church, the edge again narrows and is replaced with and AC berm until Bay. Overhead utility lines are located approximately 15' behind the EP. The east side of this segment is completely developed with churches and farm/ranch properties. The land is flat and covered with dirt, some landscaping and trees. There is single utility pole located at the north end of the church property.

- The west side of this segment is undeveloped. West side improvements include AC berm and utility poles.
- Underground utilities: 78" SD, 18" SS, 12" CML&C water, 4" gas, and phone.

**Key Issues/possible solutions:**

- Since sidewalk exists at both churches on the east side, consider sidewalks on the east side only to save on construction costs and land takes. Goal would be to have sidewalks fit within existing east ROW and still accommodating ultimate street section.
- The widening take would be mainly proposed on the west side where there is one large parcel and land is undeveloped so cost is minimized. Allow a future developer (Currently City owns this land) to complete sidewalk/parkway improvements and dedication. Pedestrians can safely travel on the east side, or they can walk in the dirt shoulder area on the west.
- Drainage does not appear to be a significant constraint in this segment as existing CSP inlet at NW corner could be relocated.



- Curb returns at the Alessandro intersection do not appear to come close to accommodating ultimate design (subject to additional traffic analysis). Actual returns would need to be constructed and signal would need to be analyzed to see if it needs to be relocated.

- Special attention and coordination will be required for the main entrance to the churches and private properties during construction. Full and safe vehicle access must be continuously provided.
- The impacted lands in this reach do not appear to pose a significant environmental constraint.
- As long as the 110' section, or a reduced version is considered acceptable, the land take would only be proposed on the west side in this segment. If small land slivers are needed for ultimate parkway on the east, our recommendation would be to allow those dedications and improvements to be made when the properties upgrade. Owners could be approached and offered to dedicate at no cost to the City, or go to expense when they develop the property.

**Segment 4: Bay Avenue to Cottonwood Avenue**

**Existing Condition:**

- Current ROW appears to be 60' for the first half, and 88' for the second half.
- Bay intersects Nason Street as an unsignalized 3-way tee intersection to the east. There is a "paper" (no improvements) street to the west.
- The south portion of this segment is two lanes with a continuous left turn lane in the center. Edge improvements are AC berm only. This same section continues all the way to Cottonwood. Just south of Cottonwood there is a raised median with a left turn for west bound traffic on Cottonwood. Edge improvements in the north half reach are also AC berm only, except for a 300' section in front of a church that has full curb, gutter, and sidewalk. Also along the church frontage, the paving is about 10' wider.
- Overhead utility lines are located approximately 20' behind the EP on the west side. There is one single utility pole located at the south end of the church on the east side. The land is generally flat and covered with dirt and low weeds in the undeveloped areas.



- The east side of this segment is partially developed: some portions are vacant, there is a farmhouse with an orchard, a church, and a residence on a large parcel. The land is generally flat and covered with dirt and low weeds in the undeveloped areas.
- The west side of this segment is undeveloped, except for two residences on large parcels. West side improvements include AC berm and utility poles.
- Underground utilities: 78" SD, 18" SS, 12" CML&C water, 4" gas, and phone.

**Key Issues/possible solutions:**

- Since sidewalk exists only at the church on the east side, consider sidewalks on the east side only to save on construction costs and land takes. The primary take for a minimal section would be the large parcel on the NE corner of Bay/Nason..
- The widening take would be mainly proposed on the west side where there are large parcels and land is undeveloped so cost is minimized. Allow a future developer to complete sidewalk/parkway improvements and remaining dedication. Pedestrians can safely travel on the east side, or they can walk in the dirt shoulder area on the west.



- Drainage does not appear to be a significant constraint in this segment.
- Curb returns for the Bay intersection are not installed to the west. City staff have indicated that a new traffic signal at this intersection may be warranted.
- The impacted lands in this reach do not appear to pose a significant environmental constraints.

**Segment 5: Cottonwood Avenue to Dracaea Avenue**

**Existing Condition:**

- Current ROW appears to be 120'.
- Cottonwood intersects Nason Street as a signalized 4 way intersection. Curb returns are all only AC berms, except for the NW corner, which is concrete with sidewalk and full improvements.
- Edge improvements are full constructed on the west side. East side is AC berm only.



- No overhead utility lines exist in this reach.
- The east side of this segment is fully developed with residences on large parcels.
- The west side of this segment is fully developed as a residential neighborhood.
- Underground utilities: 78" SD, 18" SS, 12" CML&C water, 4" gas, and phone.

**Key Issues/possible solutions:**

- Since full ROW already exists, and development is complete, sidewalks should be installed on the east side. There should be no land takes required, except for a small take for the SE corner of Dracaea for the intersection.
- Drainage does not appear to be a significant constraint in this segment since there are existing CBs installed on both sides of Nason.
- Curb returns at the Cottonwood intersection would need to be built for ultimate section.

- The impacted lands in this reach (if any) do not appear to pose a significant environmental constraint.

**Segment 6: Dracaea Avenue to Eucalyptus Avenue**

**Existing Condition:**

- Current ROW appears to be 90'.
- Dracaea intersects Nason Street as a signalized 4 way intersection. Curb returns are all concrete with sidewalk and full improvements only, except for the NW corner, which is AC berm.



- Edge improvements are full constructed on the East side. West side has full improvements, except for the first 400' which is AC berm only.
- No overhead utility lines exist in this reach.
- The east side of this segment is fully developed with residences.
- The north half of the west side of this segment is fully developed as a high school. The south half is undeveloped, but owned by the school district. Immediately on the NW corner is an EMWD booster station.
- Underground utilities: 78" SD, 12" SS, 12" CML&C water, 4" gas, and electric.

**Key Issues/possible solutions:**

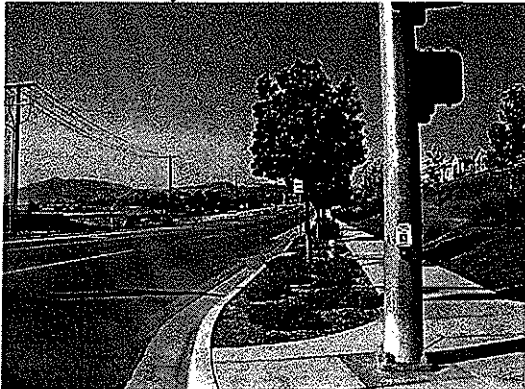
- The ROW appears to be 90', but full improvements for 120' section exist on both sides, except for the 400' on the west side that are closest to and just north of Dracaea. More research would be required to find if additional takes are needed, or if easements already exist. Since full ROW already exists, and development is complete, sidewalks should be installed on the east side. There would be land take required from the EMWD parcel for the Dracaea intersection.

- Coordination with EMWD for Booster Station relocation. The City Council recently entered into an MOU with EMWD to have this station relocated. EMWD will do the relocation. Team will coordinate for ultimate improvements.
- Drainage does not appear to be a significant constraint in this segment since there are existing CBs installed on Nason..
- The impacted lands in this reach (if any) do not appear to pose a significant environmental constraint.

**Segment 7: Eucalyptus Avenue to Fir Avenue**

**Existing Condition:**

- Current ROW appears to be 90'.
- Eucalyptus intersects Nason Street as a signalized 4 way intersection. Curb returns are all concrete with sidewalk and full improvements only.



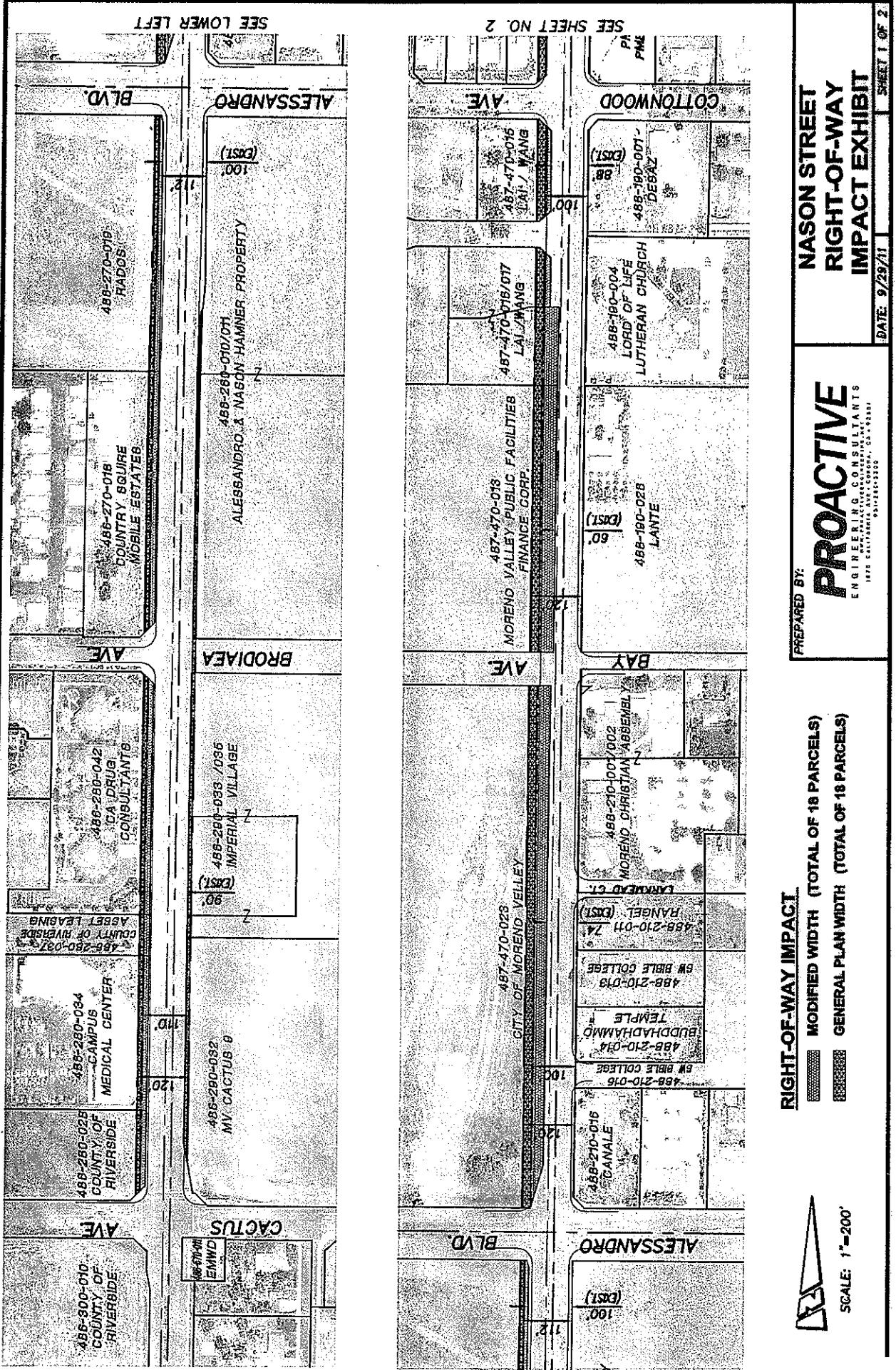
- Edge improvements are full constructed on the East side. West side has AC berm only, and has only one southbound lane.
- Overhead utility lines exist along the west side in this reach.
- The east side of this segment is fully developed with residences.
- The west side is a partially constructed residential development.
- A large drainage inlet structure exists on the west side just north of Eucalyptus.

- Underground utilities: 90" SD, 12" SS, 12" CML&C water, 4" gas, and electric.

**Key Issues/possible solutions:**

- The ROW appears to be 90', but full improvements for 120' section exist on the west side. East side may have been dedicated by the developer of the adjacent residential community. If not, that take would be needed.
- The drainage structure would need to be properly worked into the proposed design. The pipe stubbing to the west may need to be extended, depending on the chosen street alignment.
- The impacted lands in this reach (if any) do not appear to pose a significant environmental constraint.
- North of the Fir intersection improvements are currently being constructed by a project for the Nason brige/SR60 interchange. Thus no edge improvements or takes are needed north of the Fir intersection. Striping and median alignment would be examined and adjusted as necessary to work with the Nason widening project.

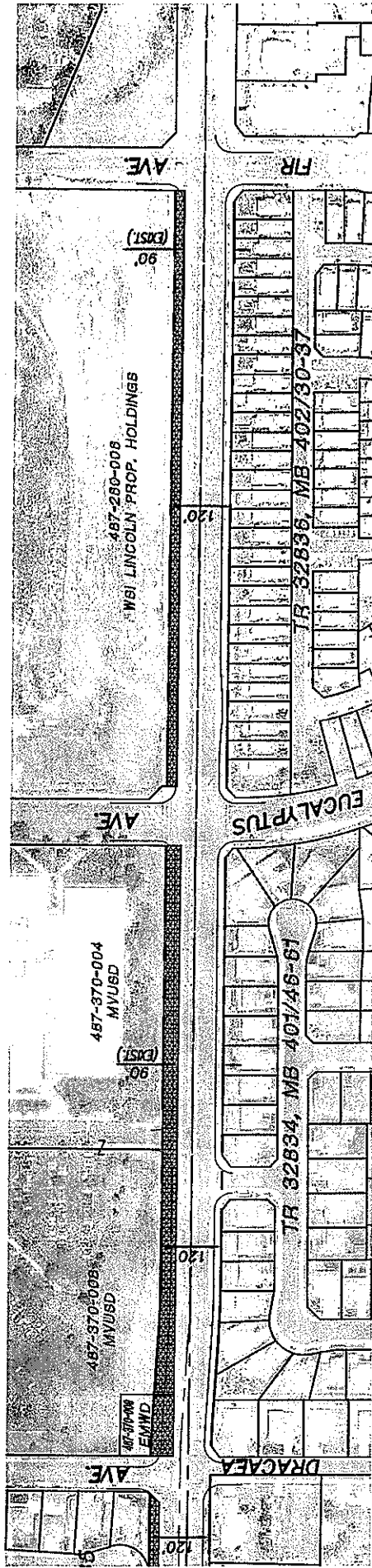






SEE SHEET NO. 1

SEE LOWER LEFT



SEE UPPER RIGHT

**RIGHT-OF-WAY IMPACT**

- MODIFIED WIDTH (TOTAL OF 18 PARCELS)
- GENERAL PLAN WIDTH (TOTAL OF 18 PARCELS)



SCALE: 1"=200'

PREPARED BY:

**PROACTIVE**  
ENGINEERING CONSULTANTS  
14725 CALIFORNIA AVE., SUITE 100, CA 92581  
951-551-3300

**NASON STREET  
RIGHT-OF-WAY  
IMPACT EXHIBIT**

DATE: 9/29/11

SHEET 2 OF 2



## **B. Approach / Management Plan**

### **Project Approach**

The project consists of design for ultimate street improvements along Nason Street from Cactus Avenue to Fir Avenue, undergrounding of utility lines, related storm drain facilities, street lights, and modifications for existing intersections/traffic signals. Six existing signalized intersections will be impacted: Brodiaea, Alessandro, Cottonwood, Dracaea, Eucalyptus, and Fir. Along with the current Nason Bridge/SR60 project, this project will complete the circulation portion of this roadway segment from Cactus to the 60 freeway. The current General Plan calls for some sections of six lane divided arterial providing for a six lane major divided arterial with 102 feet from curb to curb, and 120 feet of right-of-way (per City Standard 102A), and some sections of four lane divided arterial (110' ROW/86' curb to curb). A preliminary review of the current traffic count numbers indicate that a four lane divided arterial section may be adequate for the entire reach. An initial effort of the scope will be to analyze current traffic count numbers to settle on an appropriate street classification and section.

The key element in the management of the project will be to assign experienced staff who will dedicate their efforts to advancing the design in an efficient and timely manner. This can be accomplished by assigning the right staff and managing the work using a comprehensive project work plan and schedule. With this in mind, Proactive has assembled a project team who can fulfill all of these goals. The core Proactive team will be comprised of experienced individuals who will be dedicated to the assignment from start to finish participating in all aspects of the work.

The project team will be lead by Ned Ibrahim, PE, of NIA (PM) who has successfully managed numerous roadway improvement projects and has worked closely with many city and public agency staff to find mutually agreeable solutions to projects. Ned clearly understands the basic elements of a successful project: good planning, persistent management, and quality work. Ned's experience and

congenial personality will help the team work together with the City and other agency staff to reach the mutual goal of project success. He will be the principal point of contact with the City and will be responsible for developing a management plan to organize, monitor, and conduct the execution of the project.

NIA will prepare a detailed project activities that describe all of the work tasks necessary to complete the project. A Master Project Schedule will be prepared showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and completing the work.

A comprehensive quality control plan will be developed by the PM specifically for this project. The quality control plan will emphasize the need to clearly define requirements and design standards for the design efforts, and the need to independently check all work before it is issued to the City or other reviewing agencies. NIA will oversee the quality control program and will audit the activities to see that all checks are done properly.

A strong line of communication shall be established with the City staff and other stakeholders, including, RCFC and other utility agencies.

The City has prepared a very detailed RFP. What remains is for the project team to execute. The following components will allow effective execution to occur:

- Effective work effort by the team is not measured by volume of activity, but through proactive project planning so that work effort is efficient and effective.
- Frequent communication and team meetings with the City at project inception to clarify directives and issues as they arise during preliminary research and studies.
- Early coordination with Nason Street Bridge/SR60 project on the north limit, and the Cactus/Nason project on the south, for connection points.
- Traffic analysis to determine appropriate ultimate street section.
- Alignment studies that provide for ultimate section, but consider

minimizing impacts to properties, possibly building only partial or no parkway and/or sidewalk improvements. Allow for a future developer to complete: dedication, sidewalk and/or parkway improvements.

- Accurate evaluation of existing improvements and estimated construction costs to determine if the project can be completed for the City's budget allowance.
- Development of phasing/contingency plans in the event that budget will not allow for completion of all desired improvements at this time.
- Early determination of project ownerships affected so these owners can be communicated within a timely manner.
- Early communication for affected residents and opportunities for them to voice their concerns/desires.
- Regular collaboration meetings for the project team that will include specific action items.
- QA/QC involvement and review at key project decision points by Team QA/QC Specialists, NI Associates.
- Regular collaboration memo's to City staff with meetings at intervals desired by the City.

#### **Major Project Issues and Challenges:**

There are a number of critical items that must be addressed for the efficient and successful completion of this project. These are addressed in detail in the **Project Understanding section**. The following are what the team feels are likely the top five in priority:

1. Rule 20 undergrounding: This is a long lead time effort and requires immediate initiation, and continuous and diligent follow up.
2. Coordination with all stakeholders so comprehensive input is obtained.
3. Community interaction and dissemination of information regarding the project. Early communication is essential to community support.
4. Minimizing land takes to keep costs within budget. This will be accomplished through creative alignment options, and exploration of

minimizing parkway and sidewalk improvements where they are not critical.

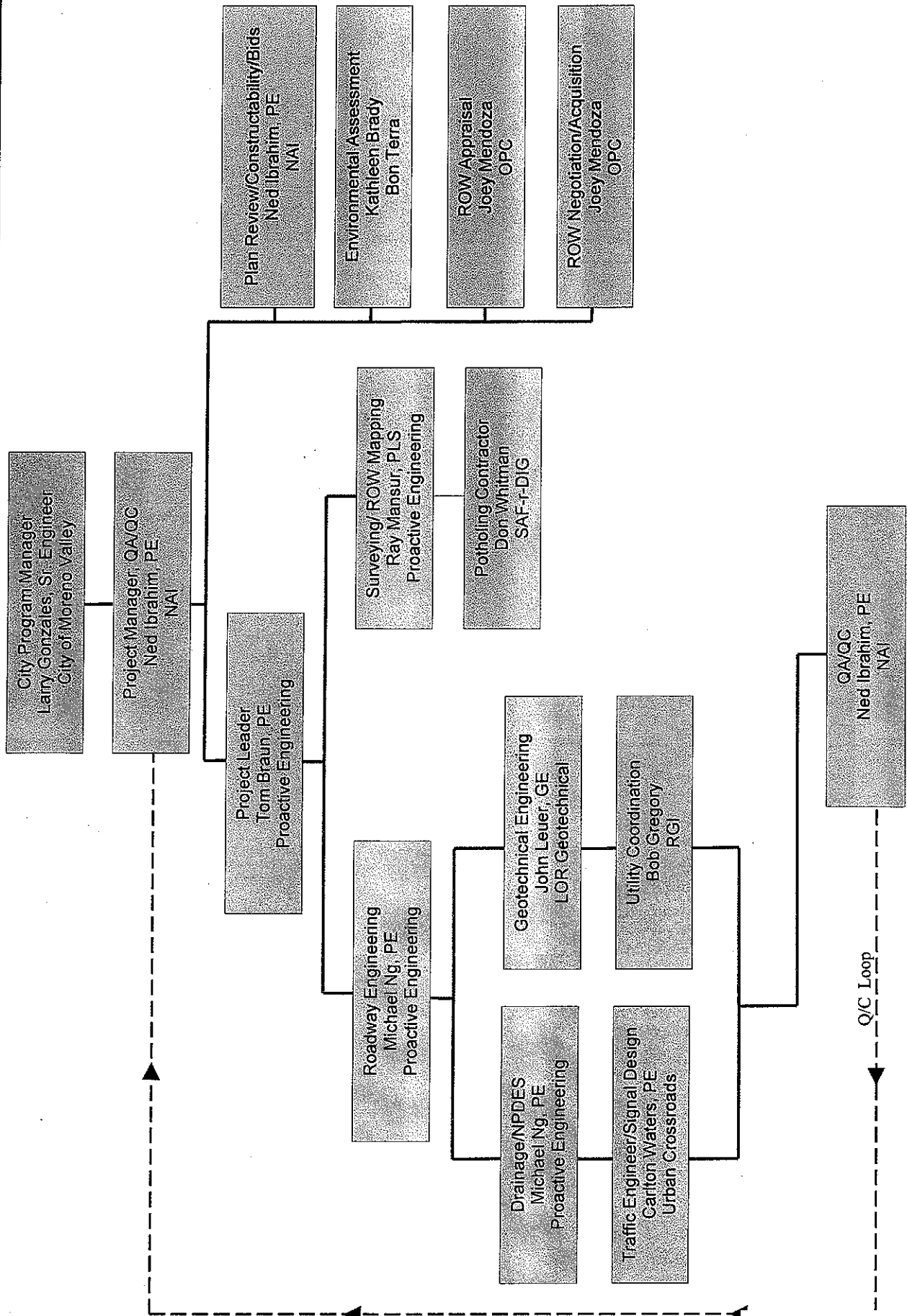
5. Completion of alignment studies in concert with traffic analysis.

#### **Team Management:**

Each team member was carefully chosen based on their professionalism, experience with the City of Moreno Valley, and quality of work produced. The team members have worked together on teams for numerous projects in the past so they are already familiar with each others communication styles. The following protocol will be implemented and followed to ensure effective team management on this project:

- Detailed understanding of each team member as to their roles and responsibilities.
- NI Associates and PROACTIVE Engineering will act as prime team leaders and will hold all team members accountable.
- Weekly collaboration meetings for the project team that will include specific action items:
  - Follow up on previous actions items.
  - Detailed description of new action items.
  - Firm or person responsible for item.
  - Specific due date for resolution of the item.
- Frequent communication between team members on areas of mutual interest. These interactions and coordination are crucial to ensure that project effort and schedule are not wasted on areas that impact other disciplines. Specific examples include:
  - Geotech (pavement) with Civil.
  - Utility specialist with SCE for undergrounding
  - Traffic with Civil.
  - Environmental with Civil (for impacted area).
  - R/W & Appraisal with Civil (for land takes)
  - Potholing with Survey.
  - All with Project Manager
  - QA/QC with all.

# NASON STREET IMPROVEMENTS ORGANIZATION CHART



## C. Qualifications / Experience

Proactive Engineering Consultants (PROACTIVE) offers the City of Moreno Valley an experienced team of professionals to assist the City on this project. Our recent relevant project expertise allows us to take an objective and knowledgeable role in designing and implementing the Nason Street Improvement Project. Descriptions of representative projects that demonstrate the ability of the PROACTIVE team to successfully complete the tasks outlined in the Work Plan are provided on the following pages. Please note that the majority of the team has worked together on a very similar project, Kitching Street Widening (1.5 miles), Cactus Avenue Widening project (1.6 miles), both for the City of Moreno Valley. The Kitching Street Project Leaders, Ned Ibrahim, Tom Braun, and Michael Ng are committed to operation as the Project Leaders for the Nason Street Improvement project

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### PROACTIVE ENGINEERING CONSULTANTS (PROACTIVE)

#### Kitching Street Improvement Project – Moreno Valley

*Client: City of Moreno Valley*

#### Contact:

Viren Shah  
City of Moreno Valley  
951-413-3100  
14177 Frederick Street  
Moreno Valley, CA 92552

PROACTIVE Engineering was the prime consultant for the preliminary and final design for the 1.5 mile stretch of Kitching Street between Gentian Avenue and Alessandro Boulevard.

Project components included preparation of a Project Study Report (PSR), two bridge widenings, major utility pole relocations, traffic study, traffic signal modification, new traffic signals, environmental certification, and R/W appraisal and acquisition. PROACTIVE managed a team of nine Subconsultants which included comprehensive program management in addition to the typical PS&E. Subs included: Ni Associates, OPC (land acq), LOR Geotech, and Saf R Dig.

## CACTUS AVENUE WIDENING

### Moreno Valley

*Client: City of Moreno Valley*

#### Client Contact:

City of Moreno Valley, Mr. Prem Kumar (P.W. Director) (951) 413-3000  
Mr. Guy Pegan Public Works Department  
Capital Projects Division  
(951) 413-3115

#### Project Description:

PROACTIVE was the Prime consultant, and civil engineer/surveyor for completing the Preliminary Engineering and final design of a 1.8 mile, 6 lane arterial widening improvement accommodating a third lane from the I-215 to Heacock Street. As the prime consultant responsibilities, involve leading the team of 9 subconsultants for maximum efficiency and collaboration. Project components include: modify 7 traffic signals, coordination with a major Caltrans interchange project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base, soils engineering (LOR), and environmental certification.



**Sand Canyon Avenue Widening-  
Irvine, CA**

*Client: City of Irvine / The Irvine Company*

**Contact:**

Jamie Yoshida  
The Irvine Company  
949-720-2702  
550 Newport Center Drive  
Newport Beach, CA 92660

Michael Ng was the Project Manager responsible for the design of \$30,000,000 of Sand Canyon Avenue widening and realignment project located in Irvine, California. The infrastructure improvements included 2.2 miles of major arterial, 18" sewer trunk line, 48" waterline relocation, two (2) 12" water mains, six (6) traffic signals and ½ mile of 66KV installation. The project elements included roadway design, grading, drainage, signing, striping, utility relocation and property acquisition.

The project has major storm drain systems that connect to existing County flood control and Caltrans facilities. Major coordination effort was performed on design and construction schedule with the dry utility companies (SCE, gas and cable) and six (6) adjacent on-going developments. The project also included cost estimates, bid documents and specifications. Construction management support included process changes orders, RFI, and quantity updates.

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**NI ASSOCIATES**

**Kitching Street Improvement Project –  
Moreno Valley**

*Client: City of Moreno Valley*

**Contact:**

Viren Shah  
City of Moreno Valley  
951-413-3100  
14177 Frederick Street  
Moreno Valley, CA 92552

Mr. Ibrahim Provided project management and quality assurance services for the project, as a subconsultant to Proactive Engineering Consultants. The project extends from Alessandro Blvd and Gentian Ave and complicated by the existence of an open channel on one side and residential

neighborhoods and a school on other side. Similarly, this project is complicated by the existence of high voltages transmission lines, a power substation and other utilities.

**Corona Wastewater Recycling, Corona**

*Client: City of Corona*

**Contact:**

Ati Eskandori  
Formally City of Corona  
SCES  
949-221-8669  
5 Bergamo  
Irvine, CA 92614

Principal-In-Charge of a \$40 million utility project for the City of Corona. The project involved the establishment of a City-wide wastewater recycling program in an effort to provide a less expensive and more environmentally friendly way of irrigating parks and landscaping. The system currently produces 3.7 million gallons of water a day but has the capacity for 7 million. There is approximately 27 miles of pipelines, three storage reservoirs, and three pump stations, mainly serving the City's western and southern areas.

**ITS: Automated Traffic Management System,  
Corona**

*Client: City of Corona*

**Contact:**

Ati Eskandori  
Formally City of Corona  
SCES  
949-221-8669  
5 Bergamo  
Irvine, CA 92614

Principal-In-Charge of a \$3 million project for the City of Corona involving the implementation of an Automated Traffic Management System (ITS). The system includes a computerized program that allows the City to monitor and adjust its traffic signals as needed to maintain optimum traffic flow and safety conditions. The system is also serving as a substitute for road widening in many cases, as it allows the City to increase capacity without building additional lanes and roads.

**NOTE: References/Quals for other team members are included in the appendix.**

## D. Staffing Plan

PROACTIVE has assembled an experienced and versatile team of professionals for this project. At every level, our team members are committed to providing the City with the highest quality service possible, and focused attention to every detail. The Team has performed and delivered for the City of MV in the past, and we are structured to do it again for Nason Street. We also understand that commitment to a client means that we dedicate the full extent of our resources to our clients and their project needs. To ensure our ability to achieve this we strategically limit our workload and client commitments to manageable levels. We do not oversell our services and over-commit our staff. What that means to the City is focused attention from each and every team member throughout the life of the project.

Our integrated project Team structure will provide effective project direction, hands-on control, and comprehensive coordination. Efficient coordination within our proposal Team is facilitated by long-standing relationships among the firms. Proactive and proposed sub-consultant have worked together on a number of projects in a similar capacity.

The anticipated schedule outlined in the RFP fits well with the PROACTIVE team's current workload, the City's schedule calls for an NTP in Nov/Dec 2011. This would lead to completion of the 35% level baseline work in August 2011. From there, the City may elect to authorize to 100%. The work would involve: 65%, 95%, 100%, Rule 20 undergrounding and Legals, and R/W Engineering complete. We pledge to the City our commitment in providing the resources necessary to successfully complete this project in a timely manner. Below, we have outlined approximate percentages of time anticipated for our key staff members, along with their respective roles and credentials. While those percentages may serve as an indication of expected time per team member, they in no way represent the full capacity of our staff, in particular for those team members that may have nominal work efforts on this project. Regardless, in the event that the project needs dictate additional time and/or resources, the PROACTIVE Team will ensure that adequate resources are allocated accordingly.

The PROACTIVE team of consultants is comfortable with the proposed the scope as detailed in the RFP and augmented in this proposal. Key to successful completion of the project will be the preliminary work up thru the 35% level. By planning significant key personnel on these critical early stages, a firm foundation will be established for quick and efficient completion of the final engineering stage for the final PS&E.

### AVAILABILITY OF KEY PERSONNEL

<u>NAME</u>	<u>ROLE</u>	<u>CURRENT AND EXPECTED ASSIGNMENTS</u>	
		<u>Hrs/Week</u>	<u>% Availability for Nason Street</u>
<u>PROACTIVE</u>			
Tom Braun, MS, PE	Project lead/civil	20	50%
Michael Ng, PE	Project Engineer	10	75%
Ray Mansur, PLS	Director Survey/Map	10	75%
<u>NI ASSOCIATES</u>			
Ned Ibrahim, PE, MSCE	Project Manager	20	50%
<u>URBAN CROSSROADS</u>			
Carlton Waters, PE	Traffic Engineer	20	50%

## E. Work Plan / Schedule

The City desires a "cradle to grave" approach to this project. They are looking to the consultant team to handle all aspects including Project Management, and Program Management, in addition to the normal PS&E package. Bringing all the complex parts of this project together:

- Project Management
- Program Management
- Civil Engineering
- Utility Undergrounding (rule 20A)
- Environmental
- Mapping
- Traffic
- Appraisal
- R/W Acquisitions
- Potholing

This will require real team leadership. Ned Ibrahim of Ni Associates has been doing just that on similar projects for many years at the City of Corona, as well as leading the Kitching Street widening team for the City of Moreno Valley. He is uniquely qualified to handle this role from a public vs. private perspective.

The team members have worked together on numerous projects for many years and thus are familiar with each others communication styles and needs.

The City's RFP is very detailed. The following task descriptions are offered as a summary of the broad task items with augmentations where appropriate.

### DESIGN AND PROJECT MANAGEMENT CONSULTING SERVICES

**Note: It is understood that the work effort is divided into two phases: Phase 1 – Alignment Study and 35% Level Completion, and Phase 2 – 100% Level Completion. City may only authorize phase 1 work. The following scope enhancements cover both phases. If only phase 1 is authorized, phase 2 items would not apply.**

#### 1. Project Management

Tasks will be as specified in the City's RFP. Key categories include:

- Maintenance and monitoring of project schedules.  
Deliverables: Accurate, up-to-date schedules.
- Leading team for maximum efficiency / collaboration.  
Deliverables: Minutes of team meetings with action items and action follow up.

- Leading of public meetings to obtain adequate input from the local community.  
Deliverables: Copies of advertising notices, agendas, and minutes.
- Prompt attention to paperwork (staff reports, memos, invoices, RFI's, etc.).  
Deliverables: Accurate, orderly, organized files for City record keeping.
- Preparation of CIP budget updates.  
Deliverables: CIP budget updates at City desired intervals.
- Accurate estimating of costs.  
Deliverables: Cost estimates, separated by funding sources, at 35% level stage.
- Oversight of daily operations.  
Deliverables: Daily summary of work completed and field issues.
- Plan review for bidability, accuracy, conformance with City standards, efficiency and constructability.  
Deliverables: Plan check correction comments at summary memo, 35, 65, 95, 100% and final level for PS&E and drainage report.
- Obtaining and maintaining required federal, state and local permits including Caltrans Encroachment Permit.  
Deliverables: Approved permits.
- Utility Coordination: Project Manager (and utility planner) will coordinate with SCE, water department, sewer department, and with other discovered above and impacted below ground utilities per City process. Copies of maps, records and atlas showing their existing and planned facilities will be requested. Rule 20A efforts will be initiated and diligently tracked.

Utilities will be field located, mapped and plotted on the project base sheets, a visual field review to locate unmapped lines will be made and "high risk" utilities will be identified.

Ni Associates (and utility planner) will closely coordinate both design engineering and right-of-way engineering to ensure that existing utilities are avoided, where possible and cost effective, but appropriate solutions are generated in close coordination with concerned utility companies. Ni Associates and utility planner are experienced in utility coordination (especially rule 20A undergrounding) and will perform necessary coordination with SCE, as well as other utility companies. Utility notifications will be accomplished as detailed in the City's RFP. Work will include notifications and requests for

relocation (if needed), and supply proposed widening plans so utility purveyor can see impacts and find optimum location for relocated facilities. Depending on prior ownership and rights, we will conduct necessary negotiations and prepare work orders for utility relocations, abandonment and required modification of right-of-ways.

## 2. Civil/Roadway

Tasks as identified in the RFP, especially:

- Based on traffic analysis and survey for turning movements, detail geometrics and alignments to determine exact R/W required. This will be completed by the 35% submittal.
- Based on survey and geometrics, determine overhead utility lines that must be relocated. Begin this process during 35% effort.
- Evaluation of existing improvements within the project area that affect the proposed project goals.
- Based on completed geotechnical, traffic, drainage studies and utility investigation, the horizontal and vertical alignments will be refined to incorporate the findings during the 35% submittal.
- Prepare design cross sections at 50' intervals with surveyed data (existing grades), proposed pavement and curb elevations.
- Prepare Engineer's Estimate at 35, 65, 95, 100%, and final submittal. Construction Costs for Stage 1 and 2 will be identified for TUMF funding purposes.
- Evaluation of alignment alternatives based on construction costs and environmental impacts. Various phasing plans for the roadway construction will be developed and used to determine which road segment the City can construct within the current budgetary allowance.
- Prepare Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (MOI) for the project and process the SWPPP for approval through Regional Water Quality Control Board.

Deliverables: Horizontal and Vertical alignment studies.  
Design Cross Sections  
35, 65,95,100% and final plans,  
specs and estimates  
SWPPP and WQMP

## 3. Drainage

During the 35% completion design phase, existing drainage facilities and patterns will be researched, identified and evaluated by record data and field survey. Prepare preliminary drainage system

layout and calculations for proposed storm drains, catch basins, and storm drain connections to the existing Flood Control pipe. Coordinate with all affected agencies, including Riverside County Flood Control and Water Conservation District (RCFC&WCD), and City of Moreno Valley. Prepare the necessary studies, design plans, calculations and reports to obtain conceptual approval for the proposed drainage improvements from the affected agencies. Following concept approval, proceed with final design.

- Preliminary design of catch basin inserts or low flow bio-swale to comply with NPDES requirements

Deliverables: Preliminary Storm Drain Plan.  
Preliminary Hydrology and  
Hydraulics Calculations for  
Storm Drain.

During the 65%, 95% and 100% completion design phases, the street drainage facilities and storm drain systems, will be prepared and submitted for 65%, 95% and 100% review by the City and RCFC&WCD after being reviewed and approved by the team's internal plan checker, Ned Ibrahim. Final storm drain will have plan and profile sheets with hydraulic grade line, velocities, catch basin and lateral pipe sizing and structural D-load determination. Final hydrology, hydraulic, and structural calculations will be provided at these phases. Plan check comments will be addressed with a written response letter. Revised plans and calculations will be re-submitted to the appropriate agencies.

- Final NPDES measures which may include catch basin inserts or low flow bio swale.

Deliverables: Final Storm Drain Plan.  
Final Hydrology and Hydraulics  
Calculations for Storm Drain.

## 4. Survey/Mapping

### A. Research

One of the initial steps involved in the review and analysis of the existing project condition will be to obtain thorough research of documents and existing data that may be available through various sources. It will be critical to develop a firm understanding of this information to be able to effectively make decisions that will ultimately be in the City's best interests. Our team will work with the City and others in an effort to compile and review the following:



- Current title information and documentation describing the properties within the project limits that may be impacted by road widening.
- Thorough research of City, County, and other survey records that may impact the right-of-way or constraints of the project.
- Existing records, documents, and maps of the property in possession of the City that may have relevant or historical information critical to the project.
- Site-specific information such as access concerns, monument availability, and the presence of published horizontal and vertical control in the area.

#### B. Aerial Topography

Deliverables: Digital CADD file  
Ortho-Photo Images

#### C. Cross-Sections

As a supplement to the aerial effort, PROACTIVE will use conventional ground survey techniques to perform cross sections at 50-foot intervals, from right-of-way to right-of-way along the Nason Street alignment within the +/-8,800-foot project limits. Visible indications of surface utilities lying within those limits and not reflected by aerial methods will be located, as will rim elevations for drainage structures present. In addition, further topographic detail will be taken at each of the intersections of Nason Street and: Cactus, Brodiaea, Alessandro, Bay, Cottonwood, Dracaea, Eucalyptus, and Fir. The supplemental data will be used in conjunction with the aerial mapping to create a single topographic map that will be used as the basis for design.

Deliverables: Digital CADD file

#### D. Existing Right-of-Way and Base Map

PROACTIVE will conduct the field measurements and perform the analysis necessary to retrace the centerline and right-of-way of Nason Street within the project limits. The result will be a Base Map illustrating existing right of way conditions, as well as the location of record of adjacent properties that may be impacted by the project. Based on initial research, it is anticipated that between 25 and 35 land parcels will be investigated during this effort. PROACTIVE will use available agency research, prior surveys, and assessor parcel maps to prepare the Base Map. This will not be a full and complete boundary survey of the adjacent land parcels. Survey monuments located and indicated on the survey will be limited to existing, centerline

monuments found to be present along Nason Street. If, during the field investigation and subsequent analysis, there appears to be a large discrepancy or ambiguity in the rights-of-way or boundaries in said effort, the appropriate course of action will be recommended and handled by a separate agreement.

Deliverables: Digital CADD file  
Right-of-Way Exhibit (PDF and/or Hard Copies)

#### E. Centerline Stationing

PROACTIVE will set a nail and tin at 100-foot stations along the Nason Street centerline alignment, and paint-marks at 50-foot stations in between as requested in the RFP..

#### F. Potholing

It is anticipated that potholing work will be required on Nason to locate utilities at or near proposed underground improvements. PROACTIVE will employ the services of Saf-R-Dig to perform the vacuum excavation involved in this effort. A budget for 14 potholes has been included accordingly. It is assumed that all pothole locations will be pre-marked prior to any field location effort, and that said locations will be marked during an initial, single field visit and located during a second, single field visit.

Deliverables: Pothole locations, notes/data

#### G. Proposed Right of Way Legal Descriptions and Exhibits

Using the Base Map information developed above, PROACTIVE will prepare legal descriptions and exhibits for the estimated locations where additional right-of-way may need to be dedicated. Based on initial research of the existing right-of-way, it appears that Nason Street has a variety of widths.

PROACTIVE has included a budget hereon to prepare one legal description and exhibit to accompany that take or easement, and an additional legal description/easement for a Temporary Construction Easement (TCE) in the same vicinity for each of the properties impacted (assume 15). PROACTIVE will obtain a current Preliminary Title Report covering the property affected by the above dedication, prior to the preparation of the documents.

Deliverables: 15 Exhibits 'A' and "B" for takes  
15 Exhibits 'A' and "B" for TCE

## 5. Environmental

### Public Works Environmental Form

BonTerra Consulting will provide consulting services for the proposed Street Improvements for Nason Street from Fir Avenue to Cactus Avenue. BonTerra Consulting proposes to evaluate the proposed project through preparation of the City of Moreno Valley "Public Works Environmental Form". As part of this effort, BonTerra Consulting will meet with ProActive Engineering to obtain a copy of the preliminary plans and other relevant project details. BonTerra Consulting will respond to each question contained on the Environmental Form based on a review project plans, a site visit, and other available information. Questions for the following topics are expected to be addressed qualitatively and based on available information and resources: Aesthetics, Agricultural and Forestry Resources, Geology and Soils, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Utilities and Service Systems. It is expected that the remaining topics (Air Quality, Biological Resources, Cultural and Historic Resources, Greenhouse Gas Emissions, Hazardous Materials, Hydrology and Water Quality, Noise, and Transportation/Circulation) will require qualitative technical analysis; the responses to these questions will identify what technical studies or analyses are expected to be required as part of the future California Environmental Quality Act (CEQA) clearance process.

BonTerra Consulting will be available to meet with ProActive Engineering and the City to discuss the findings of the Environmental Form and provide any additional input on future environmental work. Based on our understanding of the project and the study area, the following technical studies are expected to necessary:

- Air Quality Assessment
- Habitat Assessment and Burrowing Owl Survey
- Phase I Cultural Resources Investigation
- Greenhouse Gas Emissions Assessment
- Hazardous Materials Database Records Search
- Noise Assessment
- Traffic Study
- Water Quality Study

These assumptions would be verified through preparation of the "Public Works Environmental Form" and preparation of these technical studies is not included in this scope of work.

## 6. Geotechnical

- Establishment of deep boring locations at selected located where storm drain and utility improvements are proposed. A total of 6 to 8 deep borings up to 20 feet are proposed.
- Proposed 10 to 11 core/bore excavations with in the existing roadway to measure the existing pavement section and sample subgrade soils to a maximum depth of 5 feet.
- We will contact Underground Service Alert (USA) to locate and mark all utilities in the drilling areas prior to the start of our field investigation work.
- We will obtain no fee permits from the City of Moreno Valley.
- Drilling, logging and sampling of all borings placed.
- Sampling at regular depth intervals for visual classification and laboratory tests. Existing street structural sections will be evaluated at the boring locations and the thickness of asphalt concrete and any Portland concrete cement and/or base materials will be provided.
- Conduct percolation test at a depth of approximately 4 to 5 feet to establish the feasibility of bro-swales having infiltration capacity. Test will be conducted at 3 selected locations.
- Backfilling of the borings with soil cuttings. All borings placed with the existing asphalt/concrete pavement will be cored prior to drilling and the core will be reinstalled using the unibond technology.
- Laboratory testing and evaluation of the engineering properties of the sampled soils. Our tests will likely include but not necessarily be limited to: moisture content and density of in-situ soil samples, sieve analysis, sand equivalent, R-value, modified proctor, corrosivity (pH, chloride, sulfate, electrical resistivity), consolidate (collapse) and direct shear. The corrosivity testing and evaluation will be conducted by M.J. Schiff and Associates.

- Review existing geotechnical/geologic map, reports or other related document, as available.
- Preparation of a report containing our project approach, field investigation information, laboratory tests and results, analysis of field and laboratory data, and recommendations for design and construction, along with recommendations for street structural section design, including replacement sections, rehabilitation repair including overlays, and inlays to satisfy the City's provided T.I., and corrosion and cathodic/anodic protection. Specifically we will address all services identified in section E of City's RFP.
- Review of 65% drawings for geotechnical report compliance review

Deliverables: Prepare a detailed Geotechnical Engineering and Pavement Evaluation Report presenting our findings, conclusions, and recommendations.

Based upon our recommendations, cost analysis of the various aspects of the project can be determined by the project engineer.

## 7. Traffic

Urban Crossroads, Inc. has been working with the City of Moreno Valley on a similar project involving Nason Street from Cactus Avenue south to Iris Avenue, and is well positioned to provide transportation analysis and traffic engineering services for this project.

### SCOPE OF WORK

#### Phase 1: Alignment Study and 35% Design Services

#### (Note – Tasks are numbered in accordance with the RFP)

- 3.1 Collect/Compile existing peak hour turning movement traffic count data at the following 10 intersections:  
Nason Street (NS) at:
  - Fir Avenue (NS).
  - Eucalyptus Avenue (EW).
  - Dracaea Avenue (EW).
  - Cottonwood Avenue (EW).
  - Alessandro Avenue (EW).
  - Brodiaea Avenue (EW).
- 3.2 Collect / compile / estimate existing daily (24-hour) traffic volume data for the roadway segments adjacent to each of the existing intersections within the project limits. It is assumed that up to 4 new daily traffic volume traffic counts will be collected, and existing data will be used to estimate the daily traffic volumes for roadway segments where no data is available.
- 3.3 Extract existing and future buildout traffic volume data from the Moreno Valley Traffic Model (MVTM) for use in developing refined future traffic volume forecasts at the existing intersection analysis locations and the additional future intersection of Nason Street (NS) at Bay Avenue (EW).
- 3.4 Perform the standard MVTM post-processing procedures, using the existing traffic count data and the existing and future model data to develop initial refined future traffic volume forecasts of peak hour and daily traffic volumes throughout the study area.
- 3.5 Perform peak hour traffic intersection operations analysis and daily roadway segment analysis for existing and future conditions to support the CEQA environmental process and to ascertain the level of improvement (through and turn lanes) necessary to provide acceptable traffic operations throughout the project limits. Traffic signal warrant analysis will be performed as part of the overall analysis to determine the need for additional traffic signals (if any) within the project limits.
- 3.6 Provide recommendations regarding the need (or lack thereof) for a raised median within the project limits.
- 3.7 Provide input regarding the required traffic control parameters, including number of through lanes between intersections that must be maintained, the number of lanes at intersections, and time of day restrictions on construction activities.

Existing traffic count data will be reviewed and adjusted as necessary to ensure that defensible flow conservation, peak to daily traffic volume relationships, etc. are exhibited by the final existing conditions traffic count data after this quality control review process is completed.

3.8 Prepare a report documenting the findings of Task 3.1 through 3.7 for use by the project team in finalizing the recommended design for Nason Street within the project limits.

3.9 Using base plans provided by the project team, prepare 35% traffic signal improvement / modification plans at up to 7 intersections and will be prepared at a scale of 1" = 20' with one sheet for each intersection. Based on our knowledge of the study area and current improvement projects, it is assumed that the intersection of Nason Street at Cactus Avenue will not require signal modification plans (the current improvement project is providing improvements to the anticipated ultimate condition). However, new traffic signal plans are anticipated to be required at the intersections of Nason Street at Bay Avenue and Nason Street at the Riverside County Regional Center Access. The intersection of Nason Street at Fir Avenue is expected to require further modifications, even after completion of the Nason Street Overcrossing Project.

3.10 Using base plans provided by the project team, prepare 35% traffic signing and striping plans for Nason Street from Fir Avenue to Cactus Avenue. Signing and striping plans will be prepared at a scale of 1" = 40' and are assumed to require no more than 4 plan sheets.

3.11 Attend up to 4 project team meetings during the Phase 1 work effort.

**Phase 2: 100% Design Services**

1.1 Based on City review comments, prepare and submit 65%, 95%, and 100% and Final Mylar stage traffic signal plans. Plans will be provided at up to 7 intersections and will be prepared at a scale of 1" = 20' with one sheet for each intersection.

1.2 Based on City review comments, prepare and submit 65%, 95%, and 100% and Final Mylar stage signing and striping plans. Signing and striping plans will be prepared at a scale of 1" = 40' and are assumed to require no more than 4 plan sheets.

3.1 Prepare Specifications with submission for review at 65%, 95%, and 100% and Final Mylar stage.

4.1 Prepare Estimates with submission for review at 65%, 95%, and 100% and Final Mylar stage.

4.11 Attend up to 4 project team meetings during the Phase 2 work effort.

**DELIVERABLES/TIMING**

It is estimated that the traffic study will be completed in **30** working days from the date of Client's authorization and subsequent receipt of all requested data essential to complete the design plan update. The first plan submittal will occur within **20** working days of authorization to proceed and receipt of base plans in electronic format. Any delays resulting from circumstances beyond our control, such as environmental occurrences, changes in the project description, and/or modifications in public/private policy may extend the time schedule. In the event this occurs, Urban Crossroads, Inc. will make the Client aware of such issues and adjust expectations accordingly.

**8. Utility Undergrounding (Rule 20)**

It is our understating from the RFP that the City desires to pursue Rule 20 utilities undergrounding funds from Southern California Edison (SCE). In August 2011 the City has taken the initial steps of prioritizing projects for utility undergrounding in accordance with City Policy # 2.03 and in conformance with CPUC regulations.

Due to the extended timeline in processing request through SCE and the time to design and install the converted facilities, our PM and Utilities Coordinator will begin work on this critical task at earliest time after we receive the Notice to Proceed.

Rule 20 creates three situations where SCE will contribute to an applicant-initiated undergrounding project: Rule 20A, Rule 20B and Rule 20C. Under Rule 20A, SCE is generally responsible for paying for undergrounding. Under Rule 20B, SCE and the City share the cost of undergrounding. Lastly, under Rule 20C, the City is responsible for the entire cost of undergrounding with only a credit for the salvage value of the replaced overhead facilities. We anticipate that the subject project will process under Rule 20B.

The PROACTIVE team will utilize the assistance of an expert utility planner for the critical task of the Rule 20A undergrounding of the existing overhead utility lines. The utility planner will use their past experience and contacts to augment the experience of Ni Associates for this crucial task:

- Initiate Rule 20A process
- With assistance from the Project Utilities Coordinator, Direct effort to process Rule 20 applications through SCE Murrieta Office. This task will include:
  - Engaging SCE personnel in determining course of action to estimate and allocate funds for the project.
  - Facilitate the early start of planning and design process of utilities to be converted "seed money," to be credited as city share against to perform initial engineering & design studies for Rule 20B projects.
  - Pursue project meetings with SCE in accordance with SCE Rule 20 process.
  - Coordinate and obtain necessary permits and agreements related to Rule 20 implementation.

Deliverables: Approved undergrounding plan.

## **9. Appraisal and Right of Way Acquisition**

### **Project Overview**

The timely delivery and execution of the right of way program will be of paramount importance to the overall success of the project. Based on OPC's recent experience in providing turnkey right of way services for multiple street widening projects for the City of Moreno Valley, OPC understands the importance of meeting the ongoing demands and complexities that are inherent with these types of projects. Having worked extensively with the engineering team at the City for the last three years, our team is familiar with the City's program management style and approach to project delivery. As the design for the Nason Widening Project takes form, our team will have the foresight and ability to respond to evolving design requirements and the knowledge and experience to quickly adapt to a changing landscape of priorities and constraints.

After reviewing the information provided in the RFP, and performing a detailed field investigation, OPC and PROACTIVE have identified approximately 15 acquisitions (including larger parcel APN's) that could be impacted by the project depending on the parameters defined at final design. The parcel types represented on the project are single family homes (approximately 50%), vacant land (approximately 33%) and mixed religious and school use (the remaining 17%). Three single family parcels have been identified as full acquisitions for purposes of this proposal, but this assumption is subject to change once more

developed design plans become available. Some partial acquisitions may result in full acquisitions once project design advances. This could include up to (2) or (3) single family residences and the Moreno Valley Christian Assembly parcels all located on the east side of Nason Street between Dracaea Avenue and Alessandro Boulevard. Proximity damages are often a factor in valuation considerations with road widening projects and the Nason Project will be no exception. Despite having 15 acquisition problems present on the project, information available at this time has not demonstrated any excessive risk factors from a right of way perspective. For purposes of this proposal, it is assumed the following list of properties would be affected by the project:

### **Right of Way Data Sheets and Cost Estimates – Program Overview**

OPC has been tasked with analyzing and researching the right of way impacts of the proposed Nason Street Widening Project assessing any temporary and permanent easement and permanent fee impacts for up to (32) unique Assessor's Parcel Numbers. Up to (3) alignment studies will be analyzed. This information will be gathered for inclusion into the project's financial programming documents. Information ascertained from this analysis will be used to assist in the clarification of design concerns throughout the environmental and PSE phases of the project. Additionally, the identification of critical property acquisitions will influence program management decisions pertaining to the project delivery schedule, project financing, project risk management approaches and other significant factors. OPC will facilitate the integration of this analysis into the appropriate project documents and assist the project team in understanding how the right of way component of the project influences all aspects required for a successful project delivery.

### **Design Review and Project Team Coordination**

#### **Field Research**

#### **Property Analysis**

#### **Cost Estimate Sheet Drafts**

#### **Quality Assurance Reviews / Report Drafts and Submittal**

#### **Project Oversight and Post-Submittal Design Team Follow-up**

- 1) Review of initial comments from Project's Design Team and possible coordination of subsequent team meetings to clarify assumptions and strategize about cost and/or remediation strategies.
- 2) Potential new analyses are determined from revised assumptions.
- 3) Incorporation of new analysis and conclusions into the revised cost estimate analysis and subsequent re-submittal of report, where necessary.

**Securing of up to (5) Right of Entries - Scope**

- 1) Creation of necessary Right of Entry documents and securing approval as to form from LPA and Prime.
- 2) Contact and negotiations with private property owners and securing execution of required agreements.
- 3) Provision of regular status updates to any relevant parties part of the Project Team.
- 4) Facilitation of any payments from LPA to private property owners via mail.
- 5) Reasonable assistance to project survey team with special owner requests and access concerns.

**Right of Way Management and Document Support**

**Title Investigation Services**

**Appraisal and Specialty Appraisal Services (Fee, Review, Goodwill and Fixtures and Equipment Appraisals)**

1. OPC will mail a notification letter and acquisition policies brochure to the property owner, requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Further, Appraiser will retain a specialty appraisal to establish the value for fixtures & equipment for non-residential full take properties.

6. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
7. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
8. If required and upon completion of the fee appraisal, OPC will conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
9. OPC will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions, where applicable.
10. As deemed necessary, OPC will determine the need for a Loss of Business Goodwill Appraisal and facilitate the services of appraiser to evaluate the loss of business goodwill exposure.

Negotiate Right of Way Settlement and Prepare Acquisition Documents – Fee Owner

**Title Clearance Services**

**Escrow Coordination**

**Eminent Domain Assistance**

**Residential and Non-residential Relocation Assistance Services**

**Right of Way Support Services: Certification Oversight**

## **F. Quality Assurance/Quality Control**

QA/QC will be a crucial element to the success of this project. The PROACTIVE Engineering team is uniquely qualified to excel in this task. Ned Ibrahim of NI Associates has extensive experience as a public employee manager in QA/QC on numerous similar projects in the County of Riverside. Mr. Ibrahim worked in this exact capacity for the Kitching Street widening project that recently just completed construction.

Ned Ibrahim will complete the independent review of alignment studies and the summary memo, and plans and reports prepared by the various team members for:

- Roadway
- Survey
- Utility Undergrounding and Rule 20 application
- Utility Relocation
- Mapping
- Drainage
- Environmental
- R/W
- Traffic Engineering
- Geotechnical Engineering
- Cost Estimates
- Specifications

Ned Ibrahim will be involved at the project kick-off stage and initial site walk to help identify critical issues and cost effective solutions. Additionally, studies and reports will be checked at 35%, 65%, 95%, and 100% for bidability and the "Three C's":

- Construction Cost
- Constructability
- Claims avoidance

As appropriate, formal written plan check comments, along with redline plan markups, will be provided to the various team members. The written comments and plan markups will be saved to document the QA/QC process. These archives will be available to the City at any time they request.

Each team member will also be conducting internal, as well as cross practice area, QA/QC.

Delivering a high quality, cost efficient, and safe design is the goal of this work effort. From past experience of this team working together this has been a repeatedly accomplished goal.

**The real key for QA/QC is up front effort, proactive effort with key people so that effort and schedule are not impacted with costly and time wasting re-dos.**

## G. Additional Relevant Information

### CRADLE TO GRAVE SERVICE REQUIRES A UNIQUELY QUALIFIED CONSULTING TEAM.

The City has stated its need for a consulting team to provide "cradle to grave" support for the required professional services. Most teams are used to preparing PS&E packages, and not experienced with the intricacies of handling a work effort that is this comprehensive, including items such as:

- Rule 20 undergrounding
- Handling and running public meetings
- Conducting plan reviews for bidability and constructability
- Updating City CIP budgets
- Providing reports for and speaking to the City council
- Coordinating with funding agencies
- Coordination and preparation of inter-agency agreements
- Preparing agreements and purchase orders

The project efforts require a uniquely qualified team. One that can be independent, yet completely accountable to and collaborating with City Fathers and staff.

We feel that the Proactive Engineering consulting team is uniquely qualified to complete this project in an efficient, effective, and budget conscious manner for several reasons:

- We have assembled a comprehensive and cohesive team.
- Team members have worked together on numerous projects over many years, so they are already used to each others communication styles.
- The Project Manager and Construction manager is Ned Ibrahim of NI Associates. Ned has extensive experience as a Senior Manager working for a major City in Riverside County. Additionally he managed many projects very similar to the Cactus widening project during his 22 years in public service, including most recently the Kitching Street widening.

Ned brings the public agency perspective, which is critical for the City's goals to be achieved. Ned understands City staff and resident needs and concerns in a way that only someone with his experience can.

- Ned's experience with Rule 20 includes: undergrounding overhead utilities along Temescal Canyon Road in connection with the Dos Lagos Development, where he took lead role on behalf of the City of Corona and County of Riverside, interfacing with SCE. His most recent assignment involved managing the planning and design phases of Kitching Street widening for the City of Moreno Valley.
- Overland, Pacific, and Cutler is very familiar with the City and is currently working on several appraisals for the City. OPC has completed research that indicates that there could be around 18 parcels impacted. We will work to reduce this number through creative alignment alternates.

The Proactive Engineering Consultant team is made up of the following quality members:

- Ni Associates – Project Management, and QA/QC
- PROACTIVE Engineering Consultants – Civil Engineering/Mapping/Survey
- RGI– Rule 20/ utility undergrounding
- Bon Terra – Environmental
- Overland Pacific and Cutler – Appraisal
- Overland Pacific and Cutler – RW Acquisition
- Urban Crossroads - Traffic
- LOR Geotechnical – Geotech
- Saf-r-dig – Potholing

Our team has completed extensive study of the project site, the RFP, and most team members have worked on projects either in or for the City of Moreno Valley. Our team is comfortable with the proposed schedule that calls for 35% plans in August 2012, assuming an NTP in Nov/Dec 2011.



## **H. Exceptions to RFP**

The PROACTIVE team is taking the following exceptions to the RFP:

NONE

# PROACTIVE

## CITY REQUIRED STATEMENTS

1. This Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. This Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley. The Consultant will be able to execute the City standard agreement without any modifications.
3. Consultant's Services to be provided and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
5. All charges for Consultant services is a "Not-to-Exceed fee" which include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
6. Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
7. Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
8. Included hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
9. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
10. All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
11. Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
12. Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
13. Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
14. Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

## LIST OF SUBCONSULTANTS

Professional Design and Project Management Consulting Services

PROJECT NAME: Street Improvements for Nason Street from Fir Avenue to Cactus Avenue

PROJECT NO: 15-12185820

CONSULTANT NAME: Proactive Engineering Consultants, Inc.

NAME NI Associates, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK:  Project Management & QA/QC
TELEPHONE (951) 880-0523	
ADDRESS 3969 Rancho Del Oro Dr.	
CITY, STATE ZIP Riverside, CA 92505	

NAME Urban Crossroads	DESCRIPTION OF SUBCONSULTANT'S WORK:  Traffic Engineer
TELEPHONE (949) 660-1994	
ADDRESS 41 Corporate Park #300	
CITY, STATE ZIP Irvine, CA 92606	

NAME Overland, Pacific & Cutler, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK:  R/W Acquisition/Appraisal
TELEPHONE (951) 683-2353	
ADDRESS 2280 Market Street #200	
CITY, STATE ZIP Riverside, CA 92501	

Duplicate this form as necessary to report all subconsultant(s) information.

## LIST OF SUBCONSULTANTS

Professional Design and Project Management Consulting Services

PROJECT NAME: Street Improvements for Nason Street from Fir Avenue to Cactus Avenue

PROJECT NO: 15-12185820

CONSULTANT NAME: Proactive Engineering Consultants, Inc.

NAME Bonterra	DESCRIPTION OF SUBCONSULTANT'S WORK:  Environmental
TELEPHONE (714) 444-9199	
ADDRESS 151 Kalmus Drive Suite E-200	
CITY, STATE ZIP	
Costa Mesa, CA 92626	

NAME LOR Geotechnical Group, Inc.	DESCRIPTION OF SUBCONSULTANT'S WORK:  Soils Engineering and Geology Services
TELEPHONE (951) 653-1760	
ADDRESS 6121 Quil Valley Court	
CITY, STATE ZIP	
Riverside, CA 92507	

NAME SAF-r-DIG	DESCRIPTION OF SUBCONSULTANT'S WORK:  Utility Surveys & Potholing
TELEPHONE (909) 370-0930	
ADDRESS 12210 Michigan Ave., Suite 24	
CITY, STATE ZIP	
Grand Terrace, CA 92313	

Duplicate this form as necessary to report all subconsultant(s) information.

### LIST OF SUBCONSULTANTS

Professional Design and Project Management Consulting Services

PROJECT NAME: Street Improvements for Nason Street from Fir Avenue to Cactus Avenue

PROJECT NO: 15-12185820

CONSULTANT NAME: Proactive Engineering Consultants, Inc.

NAME RGI	DESCRIPTION OF SUBCONSULTANT'S WORK:  Utility Consultant
TELEPHONE (951) 279-7900	
ADDRESS 3480 Hamner Ave.	
CITY, STATE ZIP Norco, CA 92860	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

NAME	DESCRIPTION OF SUBCONSULTANT'S WORK:
TELEPHONE	
ADDRESS	
CITY, STATE ZIP	

Duplicate this form as necessary to report all subconsultant(s) information.

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(Federal Fiscal Year 2011 to 2012)

I, hereby certify on behalf  
(Name and title of Grantee official)

of The City of Moreno Valley, that  
(Name of Grantee)

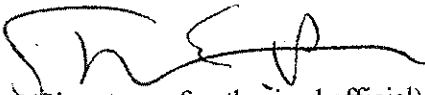
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 29th of September, 2011.

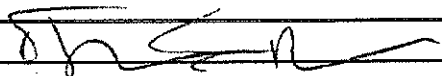
 By:  
(Signature of authorized official)

President

\_\_\_\_\_  
(Title of authorized official)

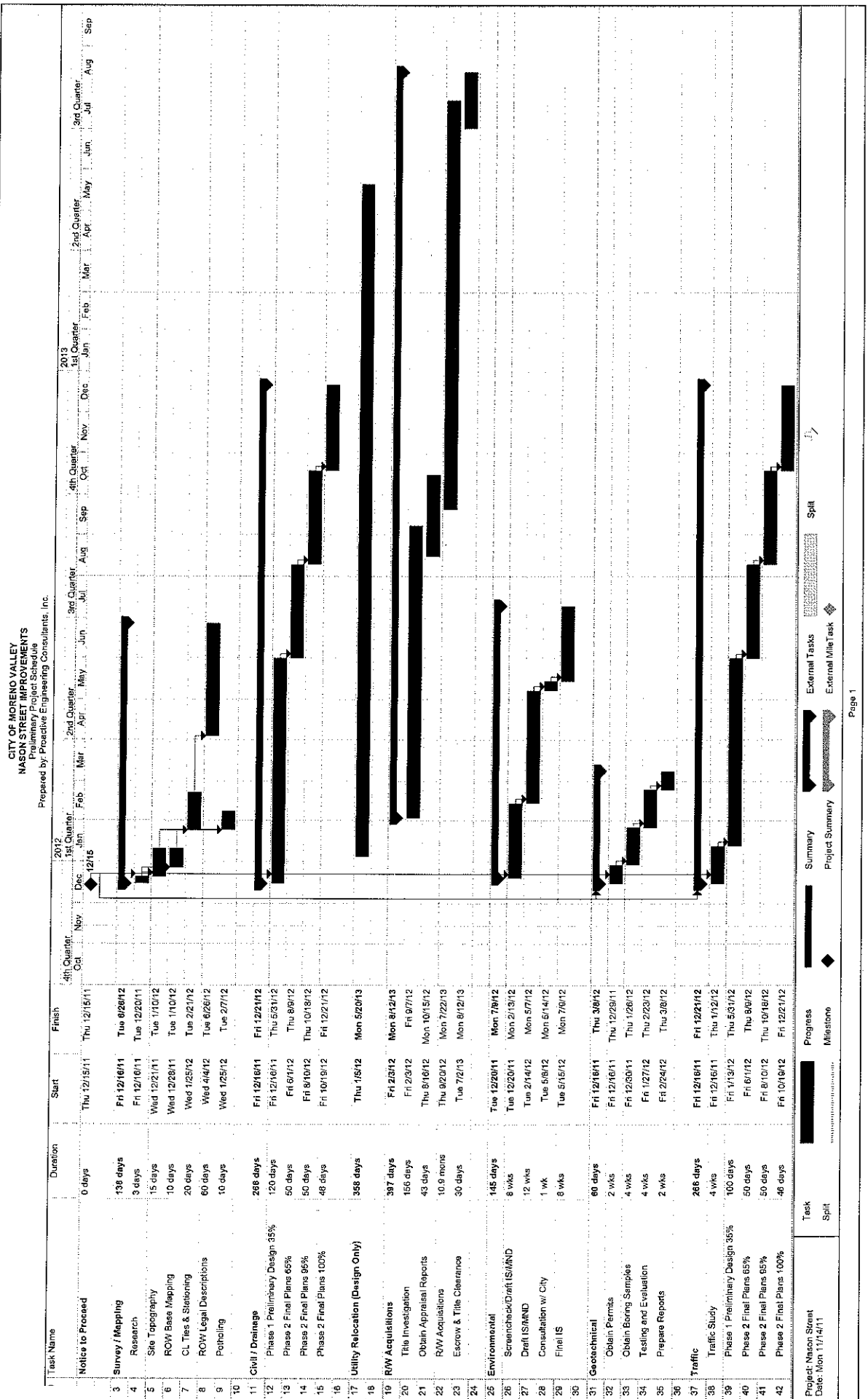
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. Bid/offer/application b. Initial award c. Post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. Initial filing b. Material change <b>For Material Change Only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <span style="margin-left: 150px;">Tier _____, if known</span>  N/A  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:</b>  N/A  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  N/A	<b>7. Federal Program Name/Description:</b> N/A CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>  N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. Name and Address of Lobbying Entity</b> <i>(If individual, last name, first name, MI):</i>  N/A	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(Last name, first name, MI):</i>  N/A	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature:  Print Name: <u>Thomas E. Braun, P.E.</u> Title: <u>President</u> Telephone No.: <u>951-280-3302</u> Date: <u>09/29/2011</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Standard Form LLL Rev. 06-04-90

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**RESOURCE MATRIX**  
 Project No. 15-12186820  
**STREET IMPROVEMENTS FOR MASON ST FROM FIR AVE TO CACTUS AVE**  
**(NORTH REACH - FROM FIR AVE TO ALESSANDRO BLVD)**

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

DESCRIPTION	PEC										NAI										URBAN CROSSROADS										OPC			
	Planned Hours	Survey Hours	Sr. Project Hours	Project Manager Hours	Survey Field Hours	Survey Over Hours	Survey Analysis Hours	Team Crew Hours	CAD Tech Hours	Detail Hours	Aerial Photo Hours	Subtotal Hours	Project Admin Hours	Principal Hours	Associate Principal Hours	Senior Associate Hours	Senior Engineer Hours	Eng Tech / Admin Hours	Subtotal Hours	Sr. Project Manager Hours	Analyst Hours	Real Estate Support Hours	Appraisal Services Hours	Title Services Hours	Subtotal Hours									
1. Project Utility Memorandum with Caltrans, RCFD & EMD Design Survey/Map Mapping RW Base Mapping with Topography Control Sources (P&C) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Utility Coordination Preliminary Utility Coordination Identification of Potential Conflicts Traffic Studies and Verification of Utilities (Planning and survey) - 30 locations Environmental CEQA Form, Information Form P&C Meeting	11	10	11	17	3	5	17	11	11	11	1	28	70																					
<b>SUBTOTAL HOURS</b>																																		
2. Plans and Estimates (P&E) Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Design - Plans Traffic - Signal, Sign, Strip, and Traffic Control Utility Coordination / Notification SUDPE and Other Cost Estimate Design (Office)	25	10	42	234	3	6	17	32	133	11	1	38	56																					
<b>SUBTOTAL HOURS</b>																																		
3. Plans and Estimates (P&E) Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Design - Plans Traffic - Signal, Sign, Strip, and Traffic Control Utility Coordination / Notification SUDPE and Other Cost Estimate Design (Office)	25	10	42	234	3	6	17	32	133	11	1	38	56																					
<b>SUBTOTAL HOURS</b>																																		
4. Plans and Estimates (P&E) Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Design - Plans Traffic - Signal, Sign, Strip, and Traffic Control Utility Coordination / Notification SUDPE and Other Cost Estimate Design (Office)	17	14	14	14	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11									
<b>SUBTOTAL HOURS</b>																																		
5. Plans and Estimates (P&E) Plan Review and Approval Civil - Roadway and Geometrics Design - Plans Traffic - Signal, Sign, Strip, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications	10	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6									
<b>SUBTOTAL HOURS</b>																																		
6. Right of Way Services - 30 Poles Project Management and Coordination RW Data Sheet and Cost Estimate Design - Plans Legal and Permit RW Approval and Acquisition Electric Coordination	10	14	14	14	13	84						28	7							104	42				14									
<b>SUBTOTAL HOURS</b>																																		
<b>HOURLY TOTALS</b>																																		

RESOURCE MATRIX  
 Project No. 15-12185820  
 STREET IMPROVEMENTS FOR NASON ST FROM FIR AVE TO CACTUS AVE  
 (NORTH REACH - FROM FIR AVE TO ALESSANDRO BLVD)

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

DESCRIPTION	SAF-R-DIG			BON TERRA			LOH			RGI			TASK TOTAL				
	Populating Each	Principal hours	Project Manager hours	Principal hours	Critical hours	SUBTOTAL hours	Project Engineer hours	Drafting hours	Critical hours	Field Work hours	Labatory Testing hours	SUBTOTAL hours		Principal hours	Project Manager hours	Designer hours	Cost Tech hours
1. <b>MARKING</b> Project Management with meetings with Caltrans, RCFD & BAWD Design Survey/Basic Mapping RW Base Mapping AutoCAD Cross Section (F&D) Civil - Roadway Preliminary Geometrics Preliminary Utility Coordination Preliminary Hydrographic/Photogram Study Preliminary Utility Coordination Identification/Location of Utilities Identification/Location of Potential Conflicts Field Verification of Utility (Planning and service) - 30 readings Traffic Studies Geotechnical Investigations Environmental Check Env. Information Form Project Meetings	21	3	14	3	4	21	11	2	3	1	1	11	3	2	0	1	1
SUBTOTAL HOURS																	
2. <b>PLANS AND ESTIMATES (P&amp;E)</b> Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination / Notification Cross Section Design (Office)																	
SUBTOTAL HOURS																	
3. <b>PLANS AND ESTIMATES (P&amp;E)</b> Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination / Notification Cross Section Design (Office)																	
SUBTOTAL HOURS																	
4. <b>PLANS AND ESTIMATES (P&amp;E)</b> Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination / Notification Cross Section Design (Office)																	
SUBTOTAL HOURS																	
5. <b>PLANS AND ESTIMATES (P&amp;E)</b> Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination / Notification Cross Section Design (Office)																	
SUBTOTAL HOURS																	
6. <b>Right of Way (ROW) - 20 Acres</b> Project Management and Coordination Utility Coordination and Cost Estimate Title Report Legal and Plans ROW Appraisal and Acquisition Easement Coordination																	
SUBTOTAL HOURS																	
HOURLY TOTALS																	

**RESOURCE MATRIX**  
**Project No. 15-12185820**  
**STREET IMPROVEMENTS FOR NASON ST FROM FIR AVE TO CACTUS AVE**  
**(SOUTH REACH - FROM ALESSANDRO BLVD TO CACTUS AVE)**

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

Activity	PEC										NAI					URBAN CROSSROADS					DPC						
	Principal	Sr. Director	Sr. Project Manager	Project Engineer	Survey Field Coordinator	Survey Analyst	2-man Crew	CAD Tech	Checked	Asst/Photo	Subtotal	Project Admin	Principal	Associate Principal	Sr. Associate Engineer	Senior Engineer	Eng Tech/ Admin	Subtotal	Sr. Project Manager	Analyst	Support	Re-Estate	Appraisal	Time Services	Subtotal		
1. Project Survey Measurements Project Management with meetings with Cabinet, RCFD & EMWD Design Survey/Map Mapping RW Base Mapping Cross Section (1) Cross Section (Field) Civil - Roadway Preliminary Geometrics Utility Coordination Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Notification of Utilities Field Verification of Utilities (Profiling and survey) - 30 Roadcuts Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	5 12	4 1 2	5 10	7	1 2 3	7	5 12	5	1	12 30																	
<b>SUBTOTAL HOURS</b>																											
2. Plans and Estimates (P&E) Plan Check and Plan Check Coordination Design - Plans and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate Cross Section Design (Office)	20	7	42	96	9	7	47	3	1	42																	
<b>SUBTOTAL HOURS</b>																											
3. Plans and Estimates (P&E) Project Management with meetings Plan Check and Plan Check Coordination Design - Plans and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination/Notification SWPPP and VADP	12	4	16	72			24	42		24																	
<b>SUBTOTAL HOURS</b>																											
4. Plans and Estimates (P&E) Project Management with meetings Plan Check and Independent P&E Review Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination/Notification SWPPP and VADP	15	0	44	73	0	0	37	15	0	42																	
<b>SUBTOTAL HOURS</b>																											
5. Plans and Estimates (P&E) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Traffic - Signals, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate & Specifications	5	0	10	6	0	0	5	6	0	10																	
<b>SUBTOTAL HOURS</b>																											
6. Right of Way Services - 30 Parcels Project Management and Coordination Plan Review and Approval The Reports Legal and Plans RW Appraisal and Acquisition Easement Coordination	5	6	15	5	36	0	0	0	0	12									44	18							
<b>SUBTOTAL HOURS</b>																											
<b>HOURLY TOTALS</b>																											
	76	28	197	365	50	7	28	177	36	236		57	71	6	30	105		62	225	69	225	69	6	6	6		

**RESOURCE MATRIX**  
 Project No. 15-12185820  
**STREET IMPROVEMENTS FOR NASON ST FROM FIR AVE TO CACTUS AVE**  
 (SOUTH REACH - FROM ALESSANDRO BLVD TO CACTUS AVE)

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

DESCRIPTION	SAFE-R-DIG			BON TERRA			LOR			RGI			TASK TOTAL						
	Punching Each	Principal Hours	Project Manager Hours	Principal Hours	Critical Hours	Subtotal Hours	Principal Hours	Engineer Hours	Drafting Hours	Clerical Hours	Field Work Unit	Labortory Testing Unit		Subtotal Hours	Principal Hours	Project Manager Hours	Designer Hours	Cost Tech Hours	Subtotal Hours
1. Project Summary Memorandum Planning Meetings with Caltrans, RCFD & EIMD Design Survey/Basic Mapping RW Basin Mapping Aerial Topography Aerial Sections (field) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Utility Coordination Preliminary Utility Coordination Identification/Notification of Utilities Identification of Potential Conflicts Field Verification of Utilities (Pinning and survey) - 30 locations Traffic Studies Geotechnical Investigations Environmental CDM, Env. Information Form Project Meeting	9	2	6	2	2	9	1	5	1	1	1	1	9	1	1	1		9	
<b>SUBTOTAL HOURS</b>																			
2. Plans and Estimates (95%) Project Management with Inroads Civil - Roadway and Geometrics Drainage - Plans Traffic - Signal, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate and Specifications Construction Design (CDD)																			
<b>SUBTOTAL HOURS</b>																			
3. Plans and Estimates (95%) Project Management with Inroads Civil - Roadway and Geometrics Drainage - Plans Traffic - Signal, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate and Specifications Construction Design (CDD)																			
<b>SUBTOTAL HOURS</b>																			
4. Plans and Estimates (95%) Project Management with Inroads Civil - Roadway and Geometrics Drainage - Plans Traffic - Signal, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate and Specifications Construction Design (CDD)																			
<b>SUBTOTAL HOURS</b>																			
5. Plans and Estimates (100%) Project Management with Inroads Civil - Roadway and Geometrics Drainage - Plans Traffic - Signal, Signs, Strip, and Traffic Control Utility Coordination/Notification Cost Estimate and Specifications Construction Design (CDD)																			
<b>SUBTOTAL HOURS</b>																			
6. Right of Way Survey - 20 Parcels Project Management and Continuation RW Data Sheet and Cost Estimate Utility Coordination/Notification Leaks and Pits RW Appraisal and Acquisition Easement Coordination																			
<b>SUBTOTAL HOURS</b>																			
<b>HOURLY TOTALS</b>																			
	9	3	7	2		9	1	5	1	1	1	1	9	1	14	10		9	





**NI Associates, Inc. (NIA).**

NI Associates (NIA) is a small company dedicated to providing efficient, high quality project management and support services using highly experienced professional staff and are sensitive to the unique requirements of local governments. NIA was established in 2003 to serve the needs of public agencies primarily in the Inland Empire. Our team is lead by Ned Ibrahim, PE. Mr. Ibrahim has over 26 years experience.

NIA established alliances with carefully selected local firms that can provide engineering, architectural and construction support for our clients. NIA can manage these extended services for our clients or alternatively can assist clients in the solicitation process to hire professional firms. Our main emphasis is take the guess game out of the consulting business provided to municipal governments by doing the work by staff who has been the trenches and sensitive to the unique requirements of local governments. Working with you and your staff, we do it right the first time around.

NIA's financial condition is sound and we pride our selves for providing high quality service at low overhead rates, translating to overall cost saving to our clients.

NIA's staff has thorough understanding of public agency projects and services because we are focused on providing project/construction management and support services for the following kind of projects:

- Program/Project Development.
- Transportation Engineering and Planning,
- Caltrans Local Assistance Support
- Grant Writing and Management.
- Special Districts Management
- Other Municipal Support Services, including Emergency Damage Assessment and Recovery.



# NED IBRAHIM, PE, MSCE

## PROJECT MANAGER

### EDUCATION

**M.Sc.** Civil Engineering California State University, Fullerton. 1993 **B.Sc.** Construction Engineering and Management, Cal Poly, Pomona. 1984 **Certificate** in Leadership Development, Riverside Community College. 2000 **Certificate** in National Incident Management System, Emergency Management Institute/FEMA. 2006

### REGISTRATIONS

California Professional Civil Engineer – License No.45812.-1990

### NIA TENURE

3 year

### INDUSTRY TENURE

27 years

### EXPERIENCE PROFILE

Senior technical manager experienced in directing projects and staff in fast-paced, results-oriented environments. Articulate communicator able to elicit outstanding performance from a diverse array of professionals. Highly successful in developing synergistic relationships. Strong leadership, organization, negotiation and communication skills. Keen understating of the importance of public and political support in the success of innovative and technical programs.

His experience with Rule 20 includes, undergrounding overhead utilities along Temescal Canyon Road in connection with the Dos Lagos Development, where he took lead role on behalf of the City of Corona and County of Riverside, interfacing with SCE. His most recent assignment involved managing the planning and design phases of Kitching Street widening for the City of Moreno Valley.

### PROJECT EXPERIENCE Kitching Street Widening and Connection, Moreno Valley, CA

#### *City of Moreno Valley*

Mr. Ibrahim Provided project management and quality assurance services for the project, as a subconsultant to Proactive Engineering Consultants. The project extends from Alessandro Blvd and Gentian Ave and complicated by the existence of an open channel on one side and residential neighborhoods and a school on other side. Similarly, this project is complicated by the existence of high voltages transmission lines, a power substation and other utilities.

### Corona Public Library, Corona, CA

#### *City of Corona*

Project Management Team led by Ned Ibrahim. Participation in the project included; project planning, design/review. The project involved major renovation and upgrading of the existing 19,000 SF library building, and two expansions. The existing building was a 1970 structure which required extensive structural upgrading to meet current seismic codes. The new expansions were tied directly to the existing building. The building is supported with on cast in-place piles. The framing consists of structural steel and cast in concrete shear walls in areas of large openings. The floors and the roof were constructed of steel decking and lightweight concrete filler. The roof is largely covered with built-up asphaltic material. The use of panelized granite and large pyramid shaped vaulted skylights are the two dominant features of the building.

The project was approximately \$15 million including over \$10 million in construction cost. The size of the building is 62,000 SF. In addition, the project included a subterinian garage and a large off-site parking lot.

A study was conducted to decide whether the current library operation be maintained in the existing building during construction or relocated to another site. The latter alternative was chosen due to substantial cost and time savings, safety considerations and convenience to the public.

### Citywide Wastewater Recycling Program, Corona, CA

#### *City of Corona*

As Deputy Public Works Director for the City of Corona, Mr. Ibrahim provided project leadership on this \$40 million citywide wastewater distribution system. His responsibilities included managing both City staff and multiple consultant firms. The project included approximately 27 miles of pipeline, 3 storage reservoirs, and three pump stations and upgrades to the existing treatment plant. Recycled water has its own system of pipelines that is completely separate from drinking water lines. These pipelines are colored purple to easily distinguish them from potable, or drinking, water systems. Mr. Ibrahim assisted in managing the State revolving funds for the project by interfacing with state and local accounting to ensure cash flow needs were met for net expenditures. Throughout the project he was instrumental in interfacing with a multitude of regulatory/permitting agencies.



**NED IBRAHIM, PE, MSCE**  
PROJECT MANAGER

**Wastewater Treatment Plant Facility Expansion, Corona, CA**

*City of Corona*

While working as Deputy Public Works Director for the City of Corona, Mr. Ibrahim managed the construction for the City of Corona for the expansion of Wastewater Treatment Plant 1-A. Treatment Plant 1-A discharges into the Santa Ana River, which is the largest stream in Southern California that flows to the Pacific Ocean. Mr. Ibrahim managed the HDR/J.R. Filanc team, by providing daily oversight in the construction of facility modifications to provide nitrogen reduction for an effluent standard of 10 milligrams or less per liter. The upgrades provided the city with optimal power efficiency and operator flexibility and provided adequate capacity for all operating conditions. The work was completed on time and within the \$31 million dollar budget.

**Waterline Replacement Project, Multiple Locations, Corona, CA**

*City of Corona*

While working as Principal Engineer for the City of Corona, Mr. Ibrahim was resident engineer and managed the construction of approximately 3.7 miles of replacement water main lines and service laterals, in multiple locations throughout the City of Corona. Mr. Ibrahim's responsibilities included managing both city staff and multiple consultants during the 8-month duration of the project.

**91 Freeway/McKinley Interchange, Corona, CA**

*City of Corona/Riverside County Transportation Commission/ Caltrans*

Mr. Ibrahim managed this 2.6 million project funded by Riverside County Transportation Commission and the City of Corona. The project involved the design and construction of upgrades to existing interchange, addition of new ramps and widening the McKinley Street underpass from 4 to 6 lanes, also included traffic signalization and bridge widening.

Mr. Ibrahim managed all phases of this project, including performing contract administration and maintaining files under Caltrans requirements; reviewing and approving contractor payment requests; conducting weekly progress meetings; enforcing storm water pollution control requirements; preparing weekly and monthly reports; managing contract change orders; mitigating potential claims; reviewing and managing schedules, shop drawings, RFIs and submittals; and coordinating with the contractor, City, designer, utilities, Caltrans and other parties.

**Ontario Avenue Widening – Interim Improvements, Corona, CA**

*City of Corona/Caltrans*

Mr. Ibrahim oversaw the planning, design and construction of this 2.5 miles project, extending from I-15 to west of Main St, Corona. Project consisted of planning future 6-lane divided alignment and designing and constructing interim improvements of 4 lanes. This project was implemented in anticipation of the next growth cycle in South Corona. Similar to Moreno beach Drive, the street originally consisted of a two lane rural highway, bordered by drainage ditches and high voltage transmission lines.

**Foothill Parkway Westerly Extension, Corona, CA**

*County of Riverside/ City of Corona*

Mr. Ibrahim provided project leadership and technical directions on this project. Foothill Parkway west is a planned 4-lane divided highway that borders Cleveland National Forest the meanders over two miles, connecting South Corona with Green River in the City of Corona. The alignment passes through portions of the Municipal Water District (MWD) Lower Feeder Easement and Mabey Canyon Debris Basin. The adjusted alignment concept was developed with the goal of minimizing impacts to existing development and environmental resources and avoiding encroachments into the Cleveland National Forest.



**Hourly Rate Schedule  
City of Moreno Valley**

Name	Project Role	Rate
<b>NI &amp; Associates</b>		
Ned A. Ibrahim	Project Admin	\$136/hour

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name NT Associates, Inc. Address 3901 Ramon Del Oro Dr. City, State, ZIP Riverside CA 92505	Phone 951-736-2270 Fax	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Project Management & QA/QC	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, list DBE #: Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES, list DBE #: Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES, list DBE #: Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES, list DBE #: Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

# PROACTIVE

## COMPANY PROFILE – PROACTIVE ENGINEERING CONSULTANTS

Proactive Engineering Consultants, Inc. (PROACTIVE) is a Southern California based civil engineering consulting firm serving governmental entities and the development community throughout Southern California. Our management staff's experience is in excess of 25 years for numerous public works, drainage, school site, residential, and commercial/industrial developments.

Our goal is to do things right the first time. That is where our company name, PROACTIVE, came from. Proactive Engineering Consultants is a firm that is committed to providing outstanding service for our clients. To ensure this we adhere to Pareto's Principle: 20% of the people do 80% of the work", and seek only to have the top performing professionals in the industry employed with us.

Although our staff has extensive experience working on small to mega-projects, we have adopted a small business **client focused** philosophy (certified SBE). It is this philosophy that established our mission to be "A Different Kind of Company" providing high quality service to a small group of clients. Our goal is to have long-term relationships with our clients to provide for smooth and efficient communication

PROACTIVE provides expertise in civil engineering, survey, and mapping focused on capital improvements and land development. PROACTIVE has worked on numerous Public Works projects in various capacities throughout Southern California. Our public and private experience will be ideal for this Storm Drain project. Our insurance is in full compliance with City requirements, and we have no objections to the City contract.

### CIVIL ENGINEERING SERVICES

- Drainage Plans & Flood Routing
- Hydrology/Hydraulic Studies
- Preliminary Site Constraints & Due Diligence
- Street & Utility Improvement Plans
- Grading Plans & Related Studies
- Erosion & Sediment Control
- NPDES Compliance: SWPPP & WQMP
- Preliminary Engineering & Site Development
- Site Planning & Lotting Studies
- Tentative Mapping & Master Planning

### SURVEY & MAPPING SERVICES

- Aerial / Photogrammetric Surveys
- ALTA/ACSM Land Title Surveys
- As-Built Surveys
- Boundary Retracement
- Construction Staking
- Design Surveys
- Encumbrance Mapping
- GIS and Database Preparation
- Horizontal/Vertical Control Networks
- Land Descriptions
- Monitoring and Site Calibration
- Right-of-Way Engineering
- Subdivision Mapping
- Terrain Modeling
- Topographic Surveys
- Utility Surveys

# PROACTIVE

## RESUMES- PROACTIVE ENGINEERING CONSULTANTS

**THOMAS E. BRAUN, M.S., P.E.**  
PRINCIPAL

**Education:** MS/1986/Civil Engineering (Drainage Specialty)  
BS/1984/Civil Engineering

**Registration:** 1987/Professional Engineer/CA #41817

**Qualifications:** Mr. Braun offers 26 years of engineering and design experience. As Principal, he is responsible for overseeing the design teams and coordinating work efforts with in the team. His duties include supervising each project's development in accordance with the contractually stipulated milestones, schedules, and budgets. His experience includes the design of public roadways, water and sanitary sewer systems, stable channel design of erodible channels, hydrology studies, EIR evaluations, project cost analysis, hydraulic design of storm water systems and siltation basins, and application of computer models in hydraulics.

### **Cactus Avenue Street Widening Improvements: Moreno Valley, California**

*City of Moreno Valley*

Principal in charge responsible for completing the Preliminary Engineering and Final PS&E for a 1.8 mile, 6 lane arterial widening improvement accommodating a 3<sup>rd</sup> lane from I-215 to Heacock Street. Project components included coordination with Riverside County Flood Control for major Flood Control Channel adjacent to roadway, seven modified traffic signals, coordination with a major Caltrans Interchange Project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base (Federal), soils engineering and environmental certification, and comprehensive program management in addition to the typical PS&E.

### **Kitching Street Improvements; Moreno Valley, California**

*City of Moreno Valley*

Principal in charge responsible for oversight of nine Subconsultants for preliminary and final design. Project consists of widening 1.5 miles of Kitching Street between Gention Avenue and Alessandro Boulevard. Project components included preparation of a Project Study Report, two bridge widenings, R/W Appraisal and acquisition, major utility pole relocations, environmental certification, traffic signal design, and comprehensive program management in addition to the typical PS&E.

### **CFD Improvements; Chino Hills, California**

*City of Chino Hills*

Project Manager responsible for the design of \$30,000,000 of infrastructure improvements including two miles of major roadway (Butterfield Ranch Road), water reservoir, sewer lift station, a Caltrans intersection with the 71 Freeway, and two miles of 24-inch waterline.

### **2000 Long Beach Boulevard; Long Beach, California**

*Comstock, Crosser & Associates*

Principal-in-Charge responsible for overseeing the assignment to provide preliminary and final engineering services for this pipeline relocation project located in Long Beach, California. The preliminary scope of services included data collection/utility research; base maps; alignment studies; and meetings. The final engineering scope of services included construction plans; project specifications; soils investigation; estimate of probable construction costs; construction plans; and record drawings.

# PROACTIVE

RESUMES - THOMAS E. BRAUN, M.S., P.E. CONT ...

## **Island Wells Pipeline; Lake Elsinore, California**

*Elsinore Valley Municipal Water District*

Principal-in-Charge of overseeing this pipeline project. Scope of services included mobilizing construction equipment and obtaining the required permits; furnishing all labor, materials, and equipment to install the 16-inch ductile-iron pipe including restraining joints, bends, fittings, and slope anchors; installing a six-inch blow-off valve, two-inch air release and vacuum valve, and 16-inch butterfly valve assembly; connecting new pipe to the existing 16-inch CML&C pipe in Cereal street; connecting new pipe to existing 24-inch CML&C pipe at the island well field; and de-watering the pipeline trench.

## **The Irvine/Newport Coast Master Planned Community; Orange County, California**

*The Irvine Company*

Project Engineer for this community which consists of over 9,400 acres immediately south of Newport Beach, this coastal master planned development has been planned for more than 2,400 residential units, three destination resorts, two top-ranked championship golf courses, and over 7,300 acres of dedicated open space. Was master engineer for the Newport Coast development responsible for preparing the majority of the preliminary and final civil engineering design. Additionally, designed the master water and sewer facilities, which included three domestic water reservoirs and pump stations, and three sewer lift stations.

## **Liberty; Lake Elsinore, California**

*The TMC*

Project Director for all of the civil engineering aspects for this mixed-use major residential and commercial subdivision that encompasses 3,000 acres. Provide the development plans for over 6,500 residential units and several commercial sites. As master engineer, provided civil engineering, surveying, and mapping services. This particular development posed some challenges in that much of the acreage is part of a flood basin generating the need for FEMA map revisions, flood routing studies, and a massive effort in grading design.

## **The Marbella Golf and Country Club; San Juan Capistrano, California**

*The Fairway Land Company*

Project Engineer for this 327-acre private community with an 18-hole championship golf course, a 50,000-square-foot club house, a tennis club, and swimming facilities, all surrounded by 347 luxury homes. Through creative planning and engineering design, preserved 70 percent of the project for open space, and preserved the ridgelines of the property, realigned and restored Horno Creek containing native tree species and other wildlife habitat, and preserved numerous significant stands of mature eucalyptus trees. The golf course and residential components of Marbella have been carefully positioned to protect and enhance the existing environmental qualities, yet maximize the value of the amenities and golf course view premiums.

## **North Peak; Lake Elsinore, California**

*North Peak Partners, LP*

Project Director for this 1,200-unit golf-oriented community located in the hills above Lake Elsinore. Guarded by 780 acres of permanent open space, this 850-acre community contains 36 holes of golf and maintains the feel of a high-end hidden resort. Provided master planning and engineering services including entitlement processing, grading, water, sewer, and mapping services. Additionally, support was provided during the development of the Specific Plan.

# PROACTIVE

## RESUMES-MICHAEL NG, P.E.

**MICHAEL NG, P.E.**  
SENIOR PROJECT MANAGER

**Education:** BS/1984/Civil Engineering

**Registration:** 1989/Professional Engineer/California #C44875

**Qualifications:** Mr. Ng has more than 23 years of experience in planning, design, and processing of public infrastructure improvements and development projects including master planned communities, and commercial properties. His experience and skill includes the design elements such as grading, street, water, and sanitary sewer systems, hydrology studies, EIR evaluations, project cost analysis, and design of drainage facilities.

As a Senior Project Manager, he is responsible for technical supervision, coordination, and design of public works and land development projects. He has extensive experience working with public agencies and has also prepared bid documents, specifications, and construction field support and management. He has been involved with government permits and approvals including FEMA floodplain map revisions. Corps of Engineers 404 permits, NPDES permits, and environmental wetland mitigation and has provided EIR technical support. Some of Mr. Ng's recent projects include:

### **Cactus Avenue Street Widening Improvements: Moreno Valley, California**

#### *City of Moreno Valley*

Senior Project Manager responsible for completing the Preliminary Engineering and Final PS&E for a 1.8 mile, 6 lane arterial widening improvement accommodating a 3<sup>rd</sup> lane from I-215 to Heacock Street. Project components included coordination with Riverside County Flood Control for major Flood Control Channel adjacent to roadway, seven modified traffic signals, coordination with a major Caltrans Interchange Project (I-215/Cactus), Caltrans encroachment permit, coordination with March Air Reserve Base (Federal), soils engineering and environmental certification, and comprehensive program management in addition to the typical PS&E.

### **Kitching Street Improvements; Moreno Valley, CA**

#### *City of Moreno Valley*

Project Manager responsible for overseeing the civil engineering services in conjunction with the Kitching Street improvements in the City of Moreno Valley. The project included the widening of 8,000 feet of Kitching Street from Gentian Avenue to Alessandro Blvd. as a critical road connection at Alessandro Blvd. The connection of the missing segment between Alessandro and Brodiaea, along with the widening, will provide a much needed circulation element and aid in alleviating local traffic challenges.

PROACTIVE's scope of work included complete and comprehensive professional consulting with Project Management and Construction Management, in addition to the typical design PS&E. Mr. Ng was responsible for providing the preliminary and final engineering design support services such as project management, alignment studies, Project Study Report, final street improvement plans, cost estimates, drainage system, specifications and bid support.

# PROACTIVE

## RESUMES - MICHAEL NG, P.E. CONT...

### **Sand Canyon Avenue, Irvine, CA**

*City of Irvine / The Irvine Company*

Project Manager responsible for the design of \$30,000,000 of infrastructure improvements including: 2.2 miles of major arterial, 18" sewer trunk line, 48" waterline relocation, 12" water mains, six (6) traffic signals and ½ mile of 66KV installation. The project also included cost estimates, bid documents and specifications. Construction management support included process changes orders, RFI, and quantity updates.

### **Trabuco Road, Irvine, CA**

*City of Irvine / The Irvine Company*

Project Manager responsible for the design of \$15,000,000 of infrastructure improvements including: One (1) mile of major roadway, sewer trunk line, domestic water and reclaimed water mains, three (3) traffic signals, 66KV and 12KV relocations; Storm drain system outlet to Caltrans and County Food Control facilities. The project also included bid quantities and bid documents, specifications, construction support such as RFI, change orders and plan revisions.

### **MacArthur / Red Hill Intersection, Irvine, CA**

*City of Irvine*

Project Manager responsible for design of MacArthur Blvd. / Red Hill Avenue intersection improvements. This project included street widening, intersection modification, traffic striping and detour plans, traffic signal modifications, Lane Channel improvements, and 66KV line relocation, cost estimates, bid documents and specifications for the City of Irvine. Environmental permits and utility coordination are also key elements of the project.

### **Fairfield Ranch Road, Chino Hills, CA**

*City of Chino Hills*

Prepared preliminary and final design for Fairfield Ranch Road and Central Avenue extension in the City of Chino Hills. Project included superelevation transition design, interim and ultimate storm drain design, traffic control plans, soil analysis, earthwork studies, cost estimates, NPDES permit, bidding documents, and specification for San Bernardino Associated Governments (SANBAG). The street design was coordinated with Caltrans's State Route 71 - Segment 2 construction because Central Avenue was extended from the freeway interchange and on/off ramps.

### **Carbon Canyon Road, Brea, CA**

*SunCal Companies*

Prepared preliminary and final design for Carbon Canyon Road (SR-142) in the City of Brea. Project included preparing the Caltrans Project Study Report (PSR), superelevation transition design, interim and ultimate storm drain, traffic control plans, cost estimates, bidding documents for the City of Brea. The street design was coordinated with Caltrans with three phases of construction as part of the encroachment Permit process.

# PROACTIVE

## RESUMES - RAY MANSUR, P.L.S.

**Ray E. Mansur, P.L.S.**

Director, Survey and Mapping

**Education:** BS/1991/Engineering Technology-Construction Management

**Registration:** 1995/Professional Land Surveyor/CA #7185

**Qualifications:** Mr. Mansur is a licensed Professional Land Surveyor with over 20 years of experience in the surveying and mapping industry. As Director of Survey and Mapping he manages a talented staff of professionals on projects of varying magnitude and complexity, ranging from transportation projects to residential properties, commercial and industrial site developments, and master-planned communities. His experience includes right-of-way engineering; geodetic control; tentative and final subdivision mapping; preparing ALTA/ACSM land title surveys; and construction surveys. In addition, Mr. Mansur has extensive knowledge of GPS-related applications, field data collection, and boundary retracement. He brings a high degree of technical expertise to field operations and has been instrumental in enhancing and streamlining many field procedures that have contributed to increased productivity and efficiency.

### **Cactus Avenue Improvements; Moreno Valley, California**

#### *City of Moreno Valley*

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with 1.8 miles of Cactus Avenue improvements in the City of Moreno Valley. The project includes the improvements of Cactus Avenue from Interstate 215 to Heacock Street. PROACTIVE's scope of work includes the preparation of the design PS&E. Mr. Mansur was responsible for providing the aerial topography and cross sections; project base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements from private owners and March Air Reserve Base; plat maps; and engineering design support services. The effort also included the coordination and analysis of portions of the March Air Reserve Base properties which were impacted by the proposed improvements.

### **Kitching Street Improvements; Moreno Valley, California**

#### *City of Moreno Valley*

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with the Kitching Street improvements in the City of Moreno Valley. The project included the widening of Kitching Street from Gentian Avenue to Alessandro Blvd. as well as a critical road connection at Alessandro Blvd. The connection of the missing segment between Alessandro and Brodiaea, along with the widening, will provide a much needed circulation element and aid in alleviating local traffic challenges.

PROACTIVE's scope of work included complete and comprehensive professional consulting with Project Management and Construction Management, in addition to the typical design PS&E. Mr. Mansur was responsible for providing the aerial topography and cross sections; project base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements from private and public agencies; plat maps; and engineering design support services.



# PROACTIVE

## RESUMES - RAY MANSUR, P.L.S. CONT...

### **Katella Avenue/Smart Street Improvements; Anaheim, California**

*City of Anaheim - Public Utilities Department*

Survey Manager responsible for overseeing the surveying and mapping services for the improvements of Katella Avenue Smart Street Improvements between Ninth Street and Humor Drive. The project was intended to reduce traffic congestion and enhance aesthetics along the corridor. Improvements to this section of Katella Avenue included raised median islands, median and parkway landscaping, bus bays, roadway widening, street lighting system, and installation of new and modified traffic signals and irrigation. Mr. Mansur was responsible for providing the topography and base mapping; right-of-way engineering; preparation of legal descriptions for property takes and easements; plat maps; and construction support services.

### **New Model Colony; Ontario, California**

*Lewis Operating Corp*

Survey Manager responsible for overseeing the surveying and mapping services in conjunction with the roadway and infrastructure design within the Eastern portion of the New Model Colony project in Ontario, CA. The project encompasses 4,500 acres, and involves the design of 34 miles of streets within the City of Ontario. The scope of services included the establishment of a geodetic control network for the City; aerial topography and cross sections; a boundary survey to retrace 9 sections including the Riverside – San Bernardino County line; a Record of Survey; base mapping and title analysis; right-of-way engineering; preparation of legal descriptions for property takes and easements; potholing; and various other engineering support services.

### **Sand Canyon Avenue Widening and Realignment; Irvine, California**

*Irvine Community Development Company*

Survey Manager responsible for providing survey services for the Sand Canyon Avenue widening and realignment project located in Irvine, California. The existing four-lane roadway was widened to its full right-of-way consisting of approximately 12,000 lf. The widening provided six lanes of travel, intersection turning movements, traffic signals, curb, gutter, sidewalk, storm drain facilities, dry utilities, and IRWD sewer and water facilities. Survey services include base-mapping, right of way engineering; potholing; site topography, centerline monument perpetuation, and a record of survey.

### **SR 91/Tustin Avenue Overcrossing; Anaheim, California**

*City of Anaheim*

Survey Manager for the SR 91/Tustin Avenue Overcrossing project. A network of survey control was established for the project utilizing GPS methods, and design quality topography was obtained by both aerial and supplemental ground-based surveys. During the effort, the team used "reflectorless" technology to obtain deck measurements of the freeway from a nearby off-site location. This technology allowed the team to obtain crucial information without the need to stop traffic at any time to take measurements from ground level. The survey scope also included re-establishing the rights-of-way of both Tustin Avenue and the SR 91 based on the disposition and analysis of existing monumentation in the area.

**PROACTIVE ENGINEERING CONSULTANTS, INC.  
 MORENO VALLEY PUBLIC WORKS FEE SCHEDULE  
 Sept. 1, 2011 through August 31, 2012**

Compensation for work performed on a time and materials basis will be computed as follows:

**MANAGEMENT**

**Hourly Rate**

Principal.....	\$156.00
Director.....	145.00
Senior Project Manager.....	130.00
Project Manager.....	125.00

**CIVIL ENGINEERING AND MAPPING SERVICES**

Project Engineer, Project Designer.....	\$115.00
Senior Designer, Engineer.....	105.00
GIS Specialist.....	115.00
Designer.....	100.00
Design Technician.....	95.00
CAD Technician.....	80.00
Engineering Aide.....	65.00
Project Coordinator.....	65.00

**FIELD SURVEY**

Survey Director.....	\$145.00
Field Coordinator.....	135.00
Survey Analyst.....	105.00
Three Person Crew..... \$250.00	Three Person GPS Crew..... 275.00
Two Person Crew..... 200.00	Two Person GPS Crew..... 240.00
One Person Crew..... 160.00	One Person GPS Crew..... 185.00

**SPECIAL SERVICES**

Consultation Re: Litigation.....	\$375.00
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Founded in 1996, BonTerra Consulting is a certified woman-owned small business (WBE/SBE) that provides and conducts a variety of environmental planning consulting services, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation; biological resources surveys; habitat restoration planning; regulatory services and permitting; cultural resources management; and air quality, greenhouse gas, and noise analyses to public- and private-sector clients throughout Southern and into Central California. Each of the firm's 8 principals has over 20 years of hands-on experience in environmental planning, impact assessment, natural resources management, biological surveys, and city and regional planning studies.

The Company's team of professionals includes Environmental Planners; Botanists; Certified Arborists; Ornithologists; Wildlife Biologists; Restoration Ecologists; Regulatory Specialists; Archaeologists; Paleontologists; and Air Quality and Noise Specialists. This group of professionals works together as a highly effective team to meet the requirements of our clients' projects and is recognized as one of the most experienced teams of environmental professionals in the Southern and Central California consulting community.

BonTerra Consulting meets the needs of our clients by providing responsive strategic consulting and technical analyses. Our consulting services consistently provide our clients with timely and technically sound documentation that complies with regulatory and planning agency requirements. We believe in client responsiveness and quality assurance with no surprises.

**Education**

Master of Planning, University of Southern California, Los Angeles, CA, 1988

Bachelor of Science, Architecture, University of the Philippines, Diliman, Philippines, 1983

**Professional Certifications**

American Institute of Certified Planners (AICP) #19651, 2005

**Professional Summary**

Josephine Alido has 23 years of experience in environmental planning throughout Southern California. She has prepared and managed numerous California Environmental Quality Act (CEQA) Initial Studies (ISs) and Environmental Impact Reports (EIRs) for residential, commercial, and industrial development projects; general plans; redevelopment plans; specific plans; and various roadway and infrastructure projects. Additionally, Ms. Alido has prepared zoning ordinances; visual impact assessments; and storm water quality reports, including Storm Water Pollution Prevention Plans (SWPPPs), Standard Urban Stormwater Mitigation Plans (SUSMPs), Water Quality Management Plans (WQMPs), and Storm Water Data Reports. She has also prepared National Environmental Policy Act (NEPA) Environmental Assessments (EAs) for a variety of public and Native American projects.

**Relevant Project Experience**

**Jurupa Avenue Street Improvement Project EIR, Fontana.** Ms. Alido managed the preparation of the EIR for the Jurupa Avenue Street Improvement project, which would widen an approximately 5.8-mile segment of Jurupa Avenue, from Etiwanda Avenue on the west to Tamarind Avenue on the east. The project would improve traffic circulation in South Fontana and implement the circulation goals of the City. As a six-lane Major Highway from Etiwanda Avenue to Sierra Avenue and a four-lane Primary Highway from Sierra Avenue to Tamarind Avenue, Jurupa Avenue would have a consistent street cross section throughout the limits of the project. The EIR for the project will analyze the impacts of the proposed street widening and associated water, sewer and storm drain infrastructure improvements, including impacts on cultural resources, biological resources, public services, utilities, and noise. The EIR segregated the implementation of mitigation measures by phase to ensure that specific segments of the roadway implemented the applicable mitigation measures in a timely manner.

**Ramona Expressway Widening Initial Studies, San Jacinto.** Ms. Alido prepared separate environmental documents for 3 segments of the Ramona Expressway in the City of San Jacinto. The first segment was a 4-mile segment from Bridge Street to Sanderson Avenue. The second segment extended from State Street to Lake Park Drive. The third segment was a gap closure project between Seventh Street and Cedar Avenue. Impacts on drainage channels, agricultural lands, MSHCP consistency, biological resources, and cultural resources were addressed in the individual Initial Studies/Mitigated Negative Declarations for each segment.

**Initial Studies for Phantom West, Air Expressway and National Trails Highway, Victorville.** Ms. Alido was responsible for the environmental documentation and clearance of 3 roadway projects in the City of Victorville. This projects included the Phantom West realignment and widening project within the Southern California Logistics Airport, which required an IS/EA and addressed impacts related to hazardous waste contamination at the former air base. The Air Expressway widening project required the preparation of the IS/MND and addressed impacts related to air quality, biological resources, noise, traffic, and hazardous materials. The National Trails Highway Widening IS/MND addressed impacts related to the adjacent Mojave River, the

acquisition of right-of-way and the disturbance of adjacent vacant lands and storm drain channels.

**Baseline and Sierra Avenue Widening Project IS/EA, Fontana.** Ms. Alido prepared the Environmental Assessment/Initial Study (IS/EA) for the proposed widening of Baseline Avenue (from Citrus to Maple Avenue) and Sierra Avenue (from Walnut Village Parkway to Foothill Boulevard). The IS/EA analyzed potential impacts on traffic, noise, air quality, historic and archaeological resources, and hazardous materials. The project would be utilizing federal funds and thus, the environmental review process required review and clearance by Caltrans and FHWA.

**Summit Avenue Improvement Initial Study, Fontana.** Ms. Alido prepared the Initial Study for the proposed improvements of Summit Avenue (from Beech Avenue to Mango Avenue), including the construction of a storm drain box culvert along this street segment and extension of Frontage Road toward the Hawker-Crawford Channel. The IS analyzed impacts associated with traffic, noise, air quality, biological resources, historic and archaeological resources, and hazardous materials.

**Walnut Avenue Improvement Initial Study, Fontana.** Ms. Alido prepared the Initial Study for the proposed improvement and construction of an approximately 1.6-mile segment of Walnut Avenue (from Tailwind Lane to Sierra Avenue) and installation of storm drain lines on Walnut Avenue (from Citrus Avenue to Cypress Avenue), and on both Oleander Avenue and Cypress Avenue (from Walnut Avenue to South Highland Avenue). The Initial Study analyzed impacts on traffic and access to abutting schools, required acquisition and displacement of residences, roadway construction on vacant lands, agricultural residues in soils, and the presence of important archaeological resources.

**Annexation No. 156, Fontana.** Ms. Alido prepared the Initial Study and Mitigated Negative Declaration for the proposed improvements to an approximately 0.29-mile segment of Foothill Boulevard (from the intersection of Almeria Avenue and Foothill Boulevard to the west) and a 0.19-mile segment of Tokay Avenue. The proposed improvements would lead to the widening of the roadway pavement, curbs, gutters, medians, and sidewalks. The project also includes the pre-zoning of approximately 3.15 acres of unincorporated County land. Annexation proceedings were then proposed on approximately 1.95 acres of the land identified for pre-zoning. This project involved coordination with the City of Fontana and Local Agency Formation Commission (LAFCO).

**Pierson Boulevard Environmental Documentation, Desert Hot Springs.** Ms. Alido facilitated the environmental clearance for the widening of Pierson Boulevard in the City of Desert Hot Springs, which was federally funded. The proposed project included pavement rehabilitation and widening of street segments to match existing four-lane segments. Ms. Alido prepared the Categorical Exemption under CEQA and the Categorical Exclusion with technical studies under NEPA for Federal Highway Administration (FHWA) clearance through the California Department of Transportation (Caltrans). Caltrans required a hydrology and hydraulic analysis, biological assessment, cultural resources assessment, initial site assessment, traffic study, air quality study, noise study, and Americans with Disabilities (ADA) compliance documentation. Extensive coordination with the City, Caltrans, and the FHWA was conducted to complete the environmental review process in a timely manner.

**Education**

Bachelor of Science, Sociology, University of California, Riverside, CA, 1975

**Professional Registrations/Certifications**

American Institute of Certified Planners (AICP) #8730, 1991

Certificate in Planning and Development, University of California, Irvine, 1980

Certificate in Management, University of Southern California, 1981

**Professional Summary**

Kathleen Brady is the Principal of Technical Services with 33 years of experience in the environmental planning field. Ms. Brady has focused her career on environmental impact assessment, transportation projects, and advanced planning programs. Since 1986, Ms. Brady has been a consultant to federal, State, and local agencies, as well as private land developers and other private industry clients. She has managed a host of transportation projects, including on-call services for the California Department of Transportation (Caltrans) District 12; the Alton Parkway Extension Project Environmental Impact Report (EIR); the 1997 Preliminary Foothill Transportation Corridor-South Environmental Impact Statement (EIS)/Subsequent EIR; Crown Valley Parkway Bridge; and a large number of local assistance projects for cities in Orange County. Ms. Brady has been involved in other public works projects, including the John Wayne Airport Settlement Agreement Amendment EIR, the Long Beach Airport Terminal Improvements, and a number of facilities implementation projects for the Santa Margarita Water District. Examples of her private sector projects include the 22,800-acre Ranch Plan Planned Community and the General Plan/zoning documents for the Ladera Ranch Planned Community in south Orange County, and various projects for The Irvine Company.

**Relevant Project Experience**

**State Route 74/Interstate 215 Interchange, Riverside County** Ms. Brady is the Project Manager for the environmental documentation for the reconstruction and modification of the existing interchange of State Route 74 and Interstate 215. The improvements would replace an existing two-lane overcrossing with an eight-lane overcrossing, widen Redlands Avenue from 4<sup>th</sup> Street to San Jacinto Avenue, and modify 4<sup>th</sup> Street from G Street to its easterly terminus. The project would also widen and realign freeway ramps, reconstruct intersections, and provide ramp metering and High Occupancy Vehicle (HOV) preferential lanes on the entrance ramps. BonTerra Consulting is responsible for the preparation of the environmental documentation pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Key issues include land use, noise, and traffic. It is anticipated that a Negative Declaration (ND)/Categorical Exclusion (CE) will be prepared for the project.

**French Valley Parkway Interchange California Environmental Quality Act and National Environmental Policy Act Documentation, Riverside County.** Ms. Brady served as the Project Manager for this project, which proposes to improve the Interstate 15 (I-15) corridor between Interstate 215 (I-215) and Winchester Road. Ms. Brady prepared the environmental document pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). With full-implementation NEPA Delegation pursuant to the SAFETEA-LU NEPA Pilot Program Memorandum of Understanding (Section 6005), the California Department of Transportation (Caltrans) served as the lead agency for the NEPA documentation. The project improvements include a new interchange at the proposed French Valley Parkway, 4 miles of a collector-distributor system, auxiliary lanes on I-15, and ramp

modifications for Winchester Road. Technical studies prepared in support of the environmental document include a Community Impact Analysis, Air Quality Report, Noise Report, Natural Environment Study (NES), Visual Impact Assessment, Section 106 Evaluation, Paleontological Identification Report, and Paleontological Evaluation Report. Coordination with the regulatory agencies is ongoing for the required permits.

***State College Boulevard/Ball Road Intersection Improvements Initial Study/Mitigated Negative Declaration, Anaheim.*** Ms. Brady was the Principal-in-Charge for the environmental documentation for the State College/Ball Road Intersection Improvements project, a public works project in Anaheim. The project boundaries run from south of Almont Avenue to north of an unnamed road north of Winston Avenue. Improvements included widening of State College Boulevard along the westerly and easterly curbs (north and south of Ball Road) to provide dual left-turn and three through lanes for north and south directions of travel, and the reconstruction of existing driveways, sidewalks, and landscaping. Key issues include construction-related air quality and noise impacts.

***State Route 58 for the Thomas Roads Improvement Program Environmental Documents with Technical Studies, Bakersfield and Kern County.*** Ms. Brady is the Project Manager for two projects that are part of the Thomas Roads Improvement Program (TRIP) located in metropolitan Bakersfield. The TRIP is a cooperative organization among the City of Bakersfield, Caltrans, the Kern Council of Governments, and the County of Kern. The program focuses on providing large-scale transportation improvements to the region. Caltrans is the lead agency under the California Environmental Quality Act and the National Environmental Policy Act for both projects. The work effort for both the projects includes the Project Initiation Documents and Project Approval/Environmental Document phases of the Caltrans approval process. For the first project, Ms. Brady is responsible for the preparation of an Initial Study/Environmental Assessment for the widening of a 12-mile segment of Rosedale Highway (State Route 58). Key issues are land use, noise, and air quality. The second project is a route location study, known as the Centennial Corridor, which will connect the existing State Route 58 to Interstate 5. An EIR/EIS will be prepared for Centennial Corridor. Key issues include relocation impacts, community disruption, environmental justice, noise, air quality, Section 4(f) resources, historic resources, and wetlands. All technical studies and the environmental document will be prepared consistent with Caltrans' Standard Environmental Reference.

***Alton Parkway Extension Environmental Impact Report, Orange County.*** Ms. Brady served as the Project Manager for the Alton Parkway Extension EIR for the extension of Alton Parkway from Irvine Boulevard to Towne Centre Drive in the Cities of Irvine and Lake Forest. The project would enhance circulation by completing the gap in the roadway network and was identified in the 1987 *Foothill Circulation Phasing Plan* as a critical roadway improvement. The EIR addresses a full range of issues; however, the most critical issues for the project are biological resources, land use, hydrology and water quality, traffic, and visual impacts. As mitigation, the project provides a critical connection to the Borrego Canyon Wash for a wildlife movement corridor that will connect the reserve area for the Central Orange County Habitat Conservation Plan (HCP) with the Coastal HCP reserve area.





BonTerra Consulting Fee Rate Schedule:

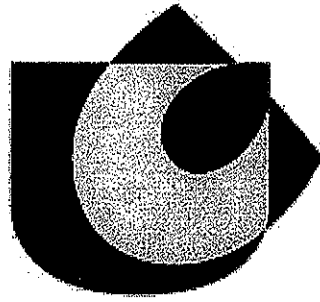
<u>Staff, Position Title</u>	<u>Billing Rate</u>
Kathleen Brady, Principal	\$210 per hour
Josephine Alido, Project Manager	\$115 per hour
Editor	\$ 80 per hour
Admin Asst/Word Processing	\$ 70 per hour

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.05-4 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name BonTerra Consulting Address 151 Kalmus Drive Suite E200 City, State, ZIP Costa Mesa CA 92626	Phone (714) 444-9199 Fax (714) 444-9599	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	BonTerra Consulting will provide environmental documentation pursuant to the California Environmental Quality Act (CEQA) for the proposed project through preparation of the City of Moreno Valley's "Public Works Environmental Form"	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.) 15
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)

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**URBAN**  
CROSSROADS

## I COMPANY OVERVIEW

### About Urban Crossroads

Urban Crossroads Inc. (Urban Crossroads) is a Southern California Corporation and a leading provider of traffic, parking, air, and noise analysis studies and related consulting services. Our professional staff includes over 60 transportation and traffic planners, engineers, systems experts, and technicians, with our main/corporate office in Irvine and branch offices located in Riverside and Carlsbad.

Our key personnel have performed major assignments to comply with CEQA and NEPA for the Southern California Association of Governments, Orange County Transportation Authority, Metropolitan Water District, and the Transportation Corridor Agencies as well as the counties of Orange, Riverside, San Bernardino and Imperial. Our staff has provided professional services for several municipalities such as the cities of Big Bear Lake, Huntington Beach, Newport Beach, Hesperia, Indian Wells, Irvine, Mammoth, Mission Viejo, Moreno Valley, Murrieta, Palm Desert, Perris, Rialto, San Bernardino, San Juan Capistrano, Town of Apple Valley, and Victorville. Because we focus our efforts in the Southern California region, we are intimately familiar with procedures used locally (which are based on state and federal standards).

Urban Crossroads is in excellent financial health and has no pending issues (workload, litigation or mergers) that would impede our ability to undertake and complete the types of traffic, air, and noise studies and related projects anticipated in the County of Riverside Economic Development Agency contract.

## II TECHNICAL CAPABILITIES OF THE FIRM

### Traffic Engineering

Urban Crossroads' staff has provided traffic analysis studies in response to CEQA/NEPA requirements throughout Southern California with extensive experience in the County of Riverside. Services offered by Urban Crossroads range from conceptual planning/feasibility studies to detailed design recommendations. Our team of experts evaluates both existing conditions and the effects of future development upon infrastructure requirements. The increasingly inter-modal aspects of regional and local transportation are also addressed by Urban Crossroads in our plans and programs. To accommodate the needs of our clients, Urban Crossroads offers a wide range of traffic engineering and related services, including the following:

### Traffic Impact Analysis

- Site Plan Development and Access
- Trip Generation Studies
- Parking Studies & Analysis
- Traffic Calming Studies
- Traffic Impact Reports
- Traffic Mitigation Assessments

**Transportation Planning**

- Community Circulation Plans
- Travel Demand Modeling
- Nexus/Fair Share Analysis
- Transit Plans and Forecasting
- Pedestrian/Bikeway Networks
- City General Plan Circulation Elements

**Traffic Design**

- Signal Warrant Analysis
- Traffic Signal Plans
- Roundabout Design
- Weaving Analysis
- Traffic Control Plans
- Signing and Striping

Urban Crossroads' responsibilities can include representing clients at Board of Supervisors, City Council and Planning/Traffic Commissions meetings; liaison with company/public agency representatives on technical matters involving traffic impacts; working with County, regional and state agencies to secure government approvals and funding for projects; and interfacing with other firms to provide coordination of the design features of projects.

**Air Quality Studies & Analysis**

Urban Crossroads provides air quality analysis services to its clients, helping them meet national, state and various local compliance standard requirements. Services range from transportation and construction development projects to long-term stationary and mobile source emitters.

In determining potential air quality impacts, Urban Crossroads utilizes industry-standard models to study the source-specific pollutant emissions. Urban Crossroads staff has extensive experience using United States Environmental Protection Agency (US EPA) air Dispersion models, including ISCST3 and AERMOD; and air quality Models accepted for use in California including URBEMIS, EMFAC, CALINE4 and CAL3QHC.

Air Quality services provided by Urban Crossroads include:

- Analysis of regulatory impacts on existing and future project conditions
- Preparation of general plan air quality elements
- Human Health Risk Assessments
- Freeway / Rail Line Health Risk Assessments
- AB 2588 Risk Assessment
- AB 23 Compliance Consulting
- Parking Structure Emissions Analysis
- Interchange Conformity Analysis
- Mitigation programs for commercial, transportation, and industrial projects
- Air Quality monitoring

Urban Crossroads staff is actively involved in the development of new regulatory requirements through the participation in various stakeholder working groups at the South Coast Air Quality Management District. Urban Crossroads staff is also up to date with the latest guidelines for preparing air quality impact analyses, including the industry standard South Coast Air Quality Management District's CEQA Air Quality Handbook. Urban Crossroads staff has experience in the preparation of air quality analyses in various Jurisdictions throughout California including Los Angeles, Orange, Riverside, San Bernardino, Imperial, and San Diego Counties.

**Noise Studies & Analysis**

Urban Crossroads provides a wide range of noise impact assessment including:

- Residential Noise Studies
- Abatement Design
- Construction Noise Analysis
- General Plan Noise Elements
- Noise Monitoring
- Transportation Noise Analysis
- Existing Noise Barrier Analysis
- Caltrans Noise Study Reports
- Noise Control Compliance

Urban Crossroads has a strong technical background in the application and development of traffic noise prediction models. We utilize the latest noise modeling tools and have developed a number of proprietary tools using accepted highway noise policies. Noise impact studies have included tentative tract map/building permit approval, heavy industrial facilities, commercial/retail buildings, railroads, helicopters, aircraft, roller hockey rinks, and skateboard parks.



# Carleton Waters, P. E.

## Principal

Carleton Waters, P.E. has worked professionally in transportation engineering and related fields since 1981. He received his Master of Science degree in civil engineering from the University of California, Irvine, where he specialized in transportation and urban systems planning.

Mr. Waters has been involved in numerous traffic and air quality impact studies during his career, including many different residential, commercial, and employment-oriented studies. Types of analyses completed by Mr. Waters include off-site traffic and air quality impacts, site access features, queuing requirements, parking needs, construction management, and traffic diversions. His experience in performing analyses for unusual land uses and situations include the transport of hazardous materials and the impacts of alternative modes of transport, such as light and heavy rail.

Engineering design work is also part of Mr. Waters' professional history. His relevant experience includes the preparation of intersection improvement and signalization plans, coordinated traffic signal timing plans, roadway signing and striping plans, construction detour plans, and construction quantity and cost estimates. Recent corridor study and improvement design efforts include Cactus Avenue, Nason Street, and the Alessandro Boulevard corridor in the City of Moreno Valley.

Mr. Waters has also been involved in various interchange design and grade separation projects, including the I-15 Freeway / SR-74 interchange in the City of Lake Elsinore and the Glen Helen Parkway grade separation project in the County of San Bernardino.

Mr. Waters' has provided traffic engineering services on an "as-needed" or "on-call basis to various jurisdictions. Representative jurisdictions include the Town of Apple Valley, the City of Coachella, the City of Moreno Valley, and the City of Hemet.

Another emphasis of Mr. Waters career is the development and application of travel demand models which encompass citywide, county, and regional areas. Models developed and/or applied by Mr. Waters in Orange County, California include the Irvine Transportation Analysis Model, the Santa Ana River Area Model, and the South Orange County Traffic Model, version 2.7.

Mr. Waters was responsible for developing/applying the Ramona Expressway Corridor Study model, the City of Moreno Valley Traffic Model, and the Beaumont Area Traffic Model/Analyzer in the County of Riverside. In San Bernardino County, his model development efforts include the Chino Traffic Model and the Regional Statistical Area 33 Model, which encompasses the Morongo Basin area.

Mr. Waters also played a key role in updating the model structure which is being used to analyze subregional transportation issues in the urbanized portions of Riverside and San Bernardino Counties. This model has been used as the basis for General Plan update studies in the City of San Jacinto, the City of Lake Elsinore, the City of Beaumont, and the City of Banning.

### Areas of Expertise

Travel Demand Modeling  
GIS Integration  
Corridor & Area-wide Studies  
Traffic Impact Analyses  
General Plan Circ. Elements  
Site Access Studies  
Shared Parking Studies  
Traffic Signal Plans  
Roadway Signing and Striping Plans  
Traffic Control Plans

### Education

MS/1986/Civil Eng./UC Irvine  
BS/1981/Civil Eng./UC Irvine

### Prof. Registration

Civil Engineer, CA #52916

### Affiliations

Institute of Transportation Engineers  
American Planning Association  
Orange County Transportation Engineers Council

### Prof. Accomplishments

Board of Southwest Region  
Transportation Model User Group

### Professional History

Urban Crossroads, Inc.  
Principal  
2000 - Present

### RKJK & Associates, Inc.

Senior Associate  
1992 - 2000

### DKS Associates

Senior Transportation Planner  
1989 - 1992

### HMM Associates

Transportation Planner  
1987 - 1989

### Louis Berger & Associates

Assistant Transportation Engineer  
1986 - 1987

### Orange County Transportation Commission

Transportation Planning Intern  
1984 - 1985

### Institute of Transportation Studies

Research Associate  
1983 - 1986

### CME Corporation

Construction Costs/ Scheduling Estimates  
1981 - 1983

### References

Ernie Wong  
CITY OF HIGHLAND  
909/864-8732

Woodie Tescher  
EIP ASSOCIATES  
310/268-8132

Bruce Harry  
CITY OF RANCHO MIRAGE  
760/324-4511

EXHIBIT A

BILLING RATES FOR URBAN CROSSROADS, INC.

<u>Position</u>	<u>Hourly Rates</u>
Senior Principal	\$150 - 185
Principal	\$140 - 175
Associate Principal	\$125 - 160
Senior Associate	\$110 - 145
Associate	\$100 - 135
Senior Analyst / Engineer	\$85 - 120
Analyst	\$70 - 105
Assistant Analyst	\$50 - 85
Senior Technician	\$55 - 90
Technician	\$45 - 80
Assistant Technician	\$35 - 70
Administrative Manager	\$75 - 110
Administrative Supervisor	\$60 - 95
Administrative Assistant	\$45 - 80

General

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls, travel, and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

February 14, 2006





## PROJECT QUALIFICATION / EXPERIENCE

### Cactus Avenue and Nason Street Roadway Improvement Project

Urban Crossroads, Inc. is currently completing work providing traffic engineering and analysis services for the Cactus Avenue and Nason Street Improvement Project. The project includes approximately 1 mile of improvements to Cactus Avenue between Lasselle Street and Nason Street and approximately 1 mile of improvements to Nason Street between Cactus Avenue and Iris Avenue in the City of Moreno Valley, California. The work effort included preparing 2 traffic signal modification plans, 1 new traffic signal plan, and roadway signing and striping plans. A traffic study evaluating potential traffic control issues was also prepared as a part of this work effort.

### Stoneridge Development Traffic Engineering Design Services

Traffic engineering and design services provided by Urban Crossroads included preparing traffic signal designs for eight intersections along Nason Street and Eucalyptus Avenue including signal coordination analysis using Synchro software. The traffic signal design plans were prepared using AutoCAD at a scale of 1" = 20'. Urban Crossroads responded to plan check comments/questions from the City of Moreno Valley Public Works Department and Caltrans and revised plans as necessary. Traffic signal interconnect plans were also prepared to include all of the signals on Nason Street and Eucalyptus Avenue within the project boundaries. Traffic signing and striping plans were also prepared for this project including interim and ultimate scenarios while construction was being performed in multiple stages.

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name: Urban Crossroads Address: 41 Corporate Park City/State/Zip: Irving, CA 92606	Phone: 914 660-1914 Fax: 914 660-1911	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Traffic Engineering	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.):
Name: Address: City/State/Zip:	Phone: Fax:	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.):
Name: Address: City/State/Zip:	Phone: Fax:	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.):
Name: Address: City/State/Zip:	Phone: Fax:	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #: Age of Firm (Yrs.):

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**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering ▲ Geology ▲ Environmental

# **LOR** GEOTECHNICAL GROUP, INC.

Soil Engineering ▲ Geology ▲ Environmental

## **COMPANY OVERVIEW**

LOR Geotechnical Group, Inc. is a multi-disciplinary geotechnical engineering and consulting firm providing sound solutions and innovative strategies in the geotechnical, geologic, environmental, and construction inspection fields for our clients since 1988. LOR is a certified State of California Small Business.

LOR has a multi-disciplinary staff of qualified and experienced licensed professionals who hold registrations in the State of California. LOR's principals are directly involved in the implementation and completion of its professional services. Our field and laboratory personnel are Caltrans and American Concrete Institute (ACI) certified. We have two offices with complete Caltrans certified, geotechnical laboratories to provide geotechnical services throughout the Inland Empire and low desert areas. Our Palm Springs office is located at 19-438 Ruppert Street, in the City of Palm Springs. Our Riverside office is located at 6121 Quail Valley Court, in the City of Riverside.

We have provided geotechnical, environmental, and geologic services to the Public Works and Capital Projects Departments of the City of Big Bear Lake, Canyon Lake, Indio, Garden Grove, Hesperia, La Quinta, Moreno Valley, Perris, Redlands, Riverside, San Bernardino, San Jacinto, Temecula, Upland, Yorba Linda, Yucaipa, and the Counties of Riverside and San Bernardino.

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6121 Quail Valley Court ▲ Riverside, CA 92507 ▲ (951) 653-1760 ▲ (951) 633-1741 (Fax) ▲ [www.lorgeo.com](http://www.lorgeo.com)  
19-438 Ruppert Street ▲ P.O. Box 560799 ▲ N. Palm Springs, CA 92268 ▲ (760) 329-2727 ▲ (760) 329-2626 (Fax)

# John P. Leuer, GE

## **Education and Registrations**

*1979, Cal State University at Northridge BS, Registered California Geotechnical and Civil Engineering,*

## **Professional Associations**

*American Society of Civil Engineers*

*National Groundwater Association*

## ***Geotechnical Engineer***

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Mr. Leuer will be the project manager. He will be the principal in charge of assessing the project goals and establishing and implementing the procedures to obtain these goals. Mr. Leuer will act as the lead contact for interactions with the County of Riverside and the project engineers.

Mr. Leuer has over 26 years of professional experience in the geotechnical and civil engineering field. In this time, Mr. Leuer has developed an extensive knowledge of the many geotechnical considerations involved in construction in the southern California area. Mr. Leuer is highly experienced in all aspects of soil and foundation engineering for a wide variety of projects ranging from multi-story commercial and industrial structures to several thousand acre planned community developments. Mr. Leuer has substantial experience coordinating projects for many City, County, and State agencies as well as in the public sector, gaining a reputation for being responsive to clients needs while providing strong technical expertise.

**TEA 21 Aqueduct Bike Trail Improvements, City of Moreno Valley:** Lead geotechnical engineer for LOR Geotechnical Group, Inc., during the design and phase of the project. Mr. Leuer oversaw the preliminary exploratory field program, which included the vertical and lateral extent of soil borings, soil sampling, and the necessary laboratory testing. This information was used by Mr. Leuer, in conjunction with the proposed development plans, to provide geotechnical recommendations which included pavement design.

**Main Street Overcrossing Bridge No. 54-624, High Desert Engineering Consultants:** Mr. Leuer was the lead geotechnical engineer for LOR Geotechnical Group, Inc. during the design and phase of the project. He oversaw the preliminary field exploration and consequent sampling and laboratory testing. The data generated was then used by Mr. Leuer to provide geotechnical engineering for the Geotechnical Design Report required by Caltrans for the project.

**Acorn Generation Project, Power Engineers:** Lead geotechnical engineer for LOR Geotechnical Group, Inc., during the design phase of the project. Mr. Leuer oversaw the preliminary exploratory field program, which included the vertical and lateral extent of soil borings, soil sampling, and the necessary laboratory testing. This information was used by Mr. Leuer, in conjunction with the proposed development plans, to provide geotechnical criteria for the most practical and cost effective design and construction of the project.

# M. Kevin Osmun, PE

## **Education and Registrations**

*BS, Civil Engineering,  
1975, Wayne State  
University*

## **Professional Associations**

*American Society of  
Civil Engineers*

*National Groundwater  
Association*

## **Civil Engineer**

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Mr. Osmun has over 30 years experience in the geotechnical and environmental fields. Mr. Osmun directs the firm's environmental operations and is also experienced in all aspects of geotechnical investigations, grading control, construction inspection and geotechnical engineering. He has specialized experience with Phase I, II and III Environmental Site Assessments for property transfers and project management for the sites that require mitigation. Mr. Osmun is well versed in hazardous waste sampling and characterization methodologies in soil and groundwater regimes. Projects include leaking UST's, solid waste landfills, TSD facility closures to single spill response.

**First Street Bridge, City of Temecula:** Lead engineer for LOR Geotechnical Group, Inc. during the construction phase of the new bridge across Murrieta Creek. This project included the construction of the bridge and associated infrastructure. Mr. Osmun directed the services provided by this firm which included: CIDH pile installation, fill placement, and street structural section construction. Mr. Osmun also oversaw the quality compliance testing of the materials utilized on the project.

**Highway 60 Widening, Moreno Valley:** Mr. Osmun was the lead engineer for LOR Geotechnical Group, Inc. during the construction of this project. The project consisted of the widening of State Route 60 from Day Street to Frederick Street. This firm provided geotechnical construction services which were directed and conducted by Mr. Osmun. His duties included compaction testing of the fill, aggregate base, and asphalt concrete as well as observation of the construction operations. Our laboratory staff provided the necessary quality compliance testing at the direction of Mr. Osmun.

LOR Geotechnical Group, Inc.

# LOR GEOTECHNICAL GROUP, INC.

Soil Engineering ▲ Geology ▲ Environmental

## FEE SCHEDULE

October 1, 2010

### SERVICES

#### Geotechnical Engineering

LOR Geotechnical Group, Inc. provides geotechnical engineering services, including: preliminary geotechnical investigations, foundation investigations, percolation feasibility investigations, liquefaction evaluation investigations, as well as grading observation materials testing services.

#### Geological

LOR Geotechnical Group, Inc. provides geological services, engineering geology investigations, seismic setting studies, slope stability investigations, liquefaction susceptibility investigations, hydrology/water resource studies, and bedrock rippability evaluations.

#### Environmental

LOR Geotechnical Group, Inc. provides, environmental site assessments, underground storage tank investigations and remediation investigations, groundwater monitoring systems, soil and groundwater sampling and analysis, and environmental studies for property transfers.

All costs for Geotechnical Engineering, Geological, and Environmental Services are based on the site and investigative parameters requested.

### FEES

The hourly personnel charges and laboratory test unit rates are as follows:

#### Personnel Charges-Hourly

Principal Engineer .....	\$250.00
Project Engineer/Geologist .....	\$130.00
Staff Engineer/Geologist .....	\$110.00
Soil Technician (Field or Laboratory) * .....	\$80.00
Soil Technician (Prevailing Wage) * .....	\$104.00
Traffic Control (Prevailing Wage) * .....	\$94.00
Drafting .....	\$70.00
Clerical .....	\$60.00

#### Laboratory Testing Charges - Unit Costs

CT 202: Sieve Analysis (Soil) .....	\$75.00
CT 202: Sieve Analysis (Aggregate) .....	\$100.00
CT 202: #200 Sieve Wash .....	\$50.00
CT 205: Crushed Particle Analysis Rattler .....	\$85.00
CT 211: LA Rattler Rattler .....	\$200.00
CT 213: Organic Impurities Rattler .....	\$70.00
CT 217: Sand Equivalent Rattler .....	\$70.00
CT 217: Sand Equivalent -QC Rattler .....	\$110.00
CT 226: Moisture Content .....	\$15.00
CT 227: Cleanness Value Rattler .....	\$110.00
CT 229: Durability Index Fine/Coarse .....	\$110.00
CT 301: R-Value .....	\$240.00
CT 305: Swell Tests .....	\$80.00
CT 307: Moisture Vapor Susceptibility .....	\$80.00

6121 Quail Valley Court ▲ Riverside, CA 92507 ▲ (951) 653-1760 ▲ (951) 653-1741 (Fax) ▲ [www.lorgso.com](http://www.lorgso.com)

10-438 Ruppert Street ▲ P.O. Box 560799 ▲ N. Palm Springs, CA 92255 ▲ (760) 326-2727 ▲ (760) 329-0608 (Fax)

Fee Schedule  
October 1, 2010

CT 308 & CT 366: Asphalt Concrete Density & Stability/Rubberized . . . . .	\$180.00/\$230.00
CT 308 & CT 366: Asphalt Concrete Density/Rubberized . . . . .	\$110.00/\$160.00
CT 309: Asphalt Concrete Theoretical Maximum Density . . . . .	\$120.00
CT 366: Asphalt Concrete Stability/Rubberized . . . . .	\$140.00/\$190.00
CT 382: Asphalt Extraction & Gradation . . . . .	\$200.00
CT 521: Concrete Cylinder Compressive Strength . . . . .	\$20.00
CT 523: Beam Cylinder . . . . .	\$35.00
Concrete & Beam Cylinder Hold . . . . .	\$5.00
ASTM D422: Mechanical Analysis . . . . .	\$140.00
ASTM D1557 (Modified)/ ASTM D698: (Standard) Proctor (4") . . . . .	\$150.00
ASTM D1557 (Modified)/ ASTM D698: Proctor (6" or Cal-216) . . . . .	\$180.00
ASTM D2434: Permeability . . . . .	\$350.00
ASTM D2435: Consolidation . . . . .	\$140.00
ASTM D2937: Moisture/Unit Weight (Ring) . . . . .	\$20.00
ASTM D2974: Organic Matter Test . . . . .	\$65.00
ASTM D4318: Atterberg Limits . . . . .	\$150.00
ASTM D4829: Expansion Index . . . . .	\$130.00
ASTM D3080: Direct Shear . . . . .	\$190.00
Soluble Sulfate (Test Kit SF-1) . . . . .	\$60.00
Chemical Tests . . . . .	By Quote

\* 10% supervision and equipment/vehicle charge will be added to all field services.

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**TERMS**

**Reimbursable Expenses**

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus twenty percent. These expenses include rental of drill rigs, bulldozers, backhoes, travel and subsistence, permits, reproduction costs, etc.

**Travel Time**

Travel time required to provide professional or technical services will be charged at the appropriate hourly rates.

**Overtime**

An overtime rate of 1.5 times the standard rate will be used for time in excess of 8 hours per day and Saturdays. An overtime rate of 2.0 times the standard rate will be added for work on Sundays, official company holidays, and on all work in excess of 12 hours per day.

**Prepayments**

A retainer of fifty percent of the total fee is required for all field studies. The balance of the fee must be paid at the time the report is released to the client.

**Billing**

Billings will be provided periodically and will be classified by fee categories set forth above or as given by proposal.

**Terms of Payment**

Invoices rendered for professional services are due upon presentation. A service charge of 1.5 percent, per month, may be charged on accounts not paid within thirty days to cover additional processing and carrying costs. Any attorney's fees or other costs incurred in collecting any delinquent account will be paid by the client.



**LOR** GEOTECHNICAL GROUP, INC.  
Soil Engineering ▲ Geology ▲ Environmental

RELEVANT PROJECT LIST

Proactive Engineering Consultants

Project: Kitching Street Improvements, Moreno Valley, California.  
Geotechnical Pavement Evaluation , Earth work, Bridge Widening and  
Construction Testing Services

City of Moreno Valley

Subject: Indian Street Improvements, Dracaea Avenue/Fir Avenue, Moreno Valley,  
California  
Geotechnical Pavement Evaluation

AEI-CASC Consulting, Mr. John M. Vanderelst

Subject: Ironwood Avenue Improvements from Day Street to Barclay Street, Moreno  
Valley, California  
Geotechnical Pavement Evaluation, Earth work, Slope Construction, Retaining  
Wall Design, and Construction Testing Services.

Harris & Associates, Mr. Randy Berry, PE

Subject: Roadway Widening Ironwood Avenue and Moreno Beach Drive, Moreno Valley,  
California  
Geotechnical Pavement Evaluation

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name LOR Geotechnical Group Inc. Address 1211 Quail Valley Court City State ZIP Riv. Ct 92507	Phone 951-653- 1760 Fax 951- 653-1741	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Provide geotechnical services	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.) 22
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Address	Fax			
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Address	Fax			
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Address	Fax			
City State ZIP				

Distribution: 1) Original - Local Agency File



## General Company Overview

Overland, Pacific & Cutler, Inc. (OPC) provides professional services for clients with projects involving land acquisition, relocation assistance and project management. OPC was established in 1980 to provide these services for transportation, redevelopment, public works, school districts, housing, community development, energy and utilities. The firm's Principals created a company dedicated to providing our professional services with integrity and excellence.

OPC has a commitment to transportation, community development and infrastructure projects across the nation. We understand the expanding role of Public/Private Partnerships in today's changing landscape. OPC recognizes that our professional real estate services bring an essential component to projects that improve America's safety and mobility, enhance major trade corridors, build sustainable communities and strengthen our economic vitality.

Our people place emphasis on the *planning and implementation* of land acquisition and relocation assistance for public and private projects. Our specialized teams have a clear vision of providing excellent client service and treating the communities and individuals that are affected by the projects with courtesy and respect. We are committed to providing outstanding client service, professional and knowledgeable real estate personnel and efficient business process.

At OPC, our people are full-time employees with excellent benefits. Our employees have diverse ethnic backgrounds and multilingual capabilities. OPC's staff is made up of over 100 acquisition, relocation and management professionals; more than one-third of our people can conduct business in English/Spanish, with a total of 16 languages represented.

We know the importance of the timely delivery of needed real estate or right of way to meet project schedules, and do so in a manner that maintains full eligibility for funding participation from other sources. OPC's objective is to provide our clients with exceptional service and innovative solutions while delivering projects in a cost effective manner. Clients across the nation have learned to benefit from the strength of our experience and the commitment of our people.

## Joey Mendoza, Principal/Vice President

Overland, Pacific & Cutler, Inc.

**Education:**

- Business Management Degree Program Univ. of Phoenix, Fountain Valley, CA
- Business Administration Curriculum Long Beach City College, Long Beach, CA and Orange Coast College, Costa Mesa, CA

**License(s):**

- Real Estate License, California

**Professional Affiliations:**

- Member, International Right of Way Association (IRWA)
- Member, California Redevelopment Association (CRA)
- Member, California Association for Local Economic Development (CALED)

**Years of Experience:**      **Initial Year in Industry:** 1987  
**Initial Year with OPC:** 1990

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### Overview

Mr. Mendoza has served as Program Manager on numerous major transportation projects including highway, transit and design build projects. As a Program Manager for OPC, he has the technical expertise and administrative guidance to develop and manage right of way programs for large scale, multi-faceted infrastructure projects. In addition to Mr. Mendoza's extensive experience and knowledge of federal, state and local laws, he also has a comprehensive understanding of the design-build delivery method, risk management and FTA, FHWA and Caltrans procedures.

Mr. Mendoza specializes in transportation and transit oriented projects from the early inception of the initial planning phase, through environmental approval, engineering design, construction coordination and project closeout. His areas of expertise include overall project management, budgeting, and project cost estimates; schedule preparation; document management; risk management; partial and full-take acquisitions; commercial, residential and industrial relocation assistance projects; eminent domain support; and appraisal review.

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### Project Examples

#### Regional Transportation Projects

- **Riverside County Transportation Commission (RCTC), SR-91 Corridor Improvement Project.** This high profile, politically sensitive project involves over 450 partial and full acquisitions with varying degree of difficulty and approximately 250 residential and business relocations. This design build project will widen approximately 16 miles of active highway through the urbanized area of Corona and the County of Riverside. As Program Manager, responsibilities include planning, management and implementation of a wide array of right of way activities during the environmental phase including strategic planning, cost estimating and market trend analysis, risk identification and management, public outreach, design build procurement process, corridor analysis, and early and advance acquisition. Also full implementation and oversight of the right of way process, policy development and coordination with State and Federal regulatory agencies.



- **RCTC, SR-91 HOV Gap Closure Project.** Served as program manager for this 7 mile freeway widening project through the developed corridor of downtown Riverside. The right of way associated with this project consisted of significant partial acquisitions affecting commercial, retail and public agency facilities, acquisition of railroad properties and relocation of several complex businesses. Responsibilities included overall management and implementation of the right of way delivery process, as well as coordination with the various disciplines for project design, right of way engineering, appraisal, environmental, RCTC counsel and Caltrans functional leads.
- **Orange County Transportation Authority, SR-22 HOV Improvement.** This 14 mile design build freeway widening project included oversight and federal coordination the various stages of the project development and implementation process. As project manager, responsibilities included all aspects of the right of way delivery process including Caltrans and FHWA coordination, involvement in community outreach, acquisition, relocation, environmental, right of way engineering, property management, coordination with the design build contractor and final project closeout.
- **City of Montclair, Monte Vista Grade Separation Project.** Managed all elements of the right of way acquisition for this project which entailed 21 partial and full take parcels, 26 temporary construction easements and relocation of 17 business and 4 residential occupants. Extensive soils contamination, reconfiguration of access points and site circulation, railroad negotiations and relocation of several complex industrial and retail operations were just a few of the challenges. All of the right of way was delivered without the use of condemnation.
- **Local Public Agencies, Various Projects.** As project manager, managed municipal right of way intersection improvements, grade separations and street widening projects for the City of Moreno Valley, City of Murrieta, Orange County Transportation Authority, County of Riverside, San Bernardino Association of Governments, City of Los Angeles, City of Norco, City of Mission Viejo, City of Rialto, City of La Habra and the City of Ontario. Managed numerous projects for public agencies involving railroad access, realignment and noise attenuation including projects for the Orange County Transportation Authority, WorldPort Los Angeles, City of Irvine, City of Long Beach and City of San Juan Capistrano. Many of these projects were federally funded and involved FTA and Caltrans oversight and right of way certification. In addition to work with public agencies, assistance has been provided to various private developers acquiring right of way for infrastructure improvements.

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**Specific Expertise**

**IRWA Courses:**

100 – Principles of Land Acquisition  
302 – Team Building  
501 – Residential Relocation Assistance  
502 – Business Relocation  
504 – Computing Replacement Housing Payments  
505 – Advanced Relocation Assistance I (Residential)  
900 – Principles of Real Estate Engineering

**In-House Courses:**

Uniform Act Revisions

## Kimberly Reed, SRWA, Senior Project Manager

Overland, Pacific & Cutler, Inc.

- Education:**
- Paralegal Certificate, Southern California College of Business and Law
  - Real Property Coursework, Victor Valley Community College
- License(s):**
- Real Estate License, California
- Professional Affiliations:**
- Region 1 Representative, International Local Public Agency Committee, International Right of Way Association (IRWA)
  - President, International Right of Way Association, Chapter 57, 2007; Other past positions include Past President Advisor, Vice-President Elect, Secretary, Treasurer and Legal Issues Chair
  - Treasurer 2010-2011, WTS (Advancing Women in Transportation), Inland Empire Chapter, 2007 - Present
  - Member, California Redevelopment Association (CRA)
  - Member, California Association for Local Economic Development (CALED)
- Years of Experience:**      **Initial Year in Industry:** 1995  
**Initial Year with OPC:** 2007

### Overview

As Senior Project Manager, Ms. Reed is responsible for overseeing project goals and objectives and communicating and building trust with clients and staff. She is knowledgeable of federal, state and local laws, regulations and policies related to eminent domain, easements, rights of entry, real estate title and other right of way technical and legal activities.

Ms. Reed is very involved with the International Right of Way Association (IRWA), acting as Region 1 Representative of the Local Agency Committee and formerly as the President of Chapter 57. She has held various positions with the IRWA since 1999.

### Project Examples

- **Inland Valley Development Agency, Various Projects.** Project Manager for the Development Agency on the following capital improvement projects, all to enhance traffic conditions: **Tippecanoe Avenue Improvement Project.** The project included 5 permanent right of way acquisitions and 3 right-of-entry acquisitions. **Central Avenue Improvement Project.** Included 10 permanent right of way acquisitions and 50 right of entry acquisitions. **Lena Road Improvement Project.** The project included 2 permanent acquisitions.
- **City of Moreno Valley, Various Projects.** Provided project management on the following capital improvement projects: **SR60 at Nason Street Interchange Improvement,** involved construction of eastbound on/off ramps, westbound on/off ramps and road improvements. The project included 6 permanent acquisitions. The **SR60 @ Moreno Beach Interchange and Nason Street/Moreno Beach Drive Overcrossing Improvements,** replaced and widened the existing overcrossings and reconstructed the ramps at the State Route 60 and Moreno Beach Drive interchange. This project included 22 permanent acquisitions.
- **Riverside County Transportation Commission (RCTC), I-215 Central Widening Project.** Included 38 permanent and temporary acquisitions for the project which will add one lane in each direction to create 3 northbound and 3 southbound lanes on the I-215.



**Kimberly Reed, SR/WA, Senior Project Manager**  
**Page 2**

- **County of Riverside, Corona CHA Project.** Provided relocation of 2 businesses and 5 tenants. **Eastvale Fire Station Project,** project to construct a fire station and community services center, included 3 permanent acquisitions and 2 relocations. **I-215 @ Van Buren Interchange Project,** a capital improvement project to widen and improve Van Buren Boulevard at the 215 Freeway and widen the bridge structure. The project included 5 permanent acquisitions.
- **City of Murrieta, Linnel Lane Improvement Project.** The project included 7 permanent acquisitions to enhance traffic conditions on Linnel Lane. **Ivy Street/Murrieta Creek Bridge Project.** The project included 7 permanent acquisitions to construct a bridge over Murrieta Creek and street improvement on Ivy Street. **California Oaks/I-215 Interchange Improvement Project.** The project included 7 permanent right of way acquisitions to widen and align California Oaks Road at the 215 Freeway.

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**Past Relevant Experience**

**Real Property Agent**

City of Riverside, 2003 – 2007

Acquired property interests, including right of way and unimproved/improved properties to support City public infrastructure and Redevelopment Agency projects. Contracted for appraisals of properties and reviewed independent appraisals to determine fair market value and costs necessary in securing properties for City use. Overall project management included examination of engineering plans and property maps to determine extent of property requirements for street right of way, easements and redevelopment projects. Negotiated with property owners, in person or through correspondence, to establish terms and conditions of property conveyances. Recommended settlement terms and course of action to City departments and officials. Secured, examined and interpreted property records and title reports to determine the extent and types of encumbrances and the status of interests in properties. Prepared necessary documents to affect title changes.

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**Specific Expertise**

**IRWA Courses:**

- 100 – Principles of Land Acquisition
- 103 – Ethics in the Right of Way Profession
- 104 – Standards of Practice for the R/W Professional
- 200 – Principles of Real Estate Negotiation
- 207 – Practical Negotiations for US Federally Funded Land Acquisitions
- 400 – Principles of Real Estate Appraisal
- 800 – Principles of Real Estate Law
- 801 – U.S. Land Titles
- 900 – Principles of Real Estate Engineering
- 901 – Engineering Plan Development and Application
- 207 – Practical Negotiations for US Federally Funded Land Acquisitions
- 209 – Negotiating Effectively with a Diverse Clientele
- H005 – Reviewing Appraisals In Eminent Domain



## Patricia Reed, Project Manager

Overland, Pacific & Cutler, Inc.

- Education:**
- Business Administration Coursework, University of La Verne
  - Emergency Response Management (Certification Program), Texas A & M University
  - Easement Law (Certification Program), Gonzaga University of Law
  - Business Administration Coursework, California State University Long Beach
- License(s):**
- Real Estate License, California
- Professional Affiliations:**
- Member, International Right of Way Association (IRWA)
  - Member, California Redevelopment Association (CRA)
  - Member, California Association for Local Economic Development (CALED)
- Years of Experience:**      **Initial Year in Industry:** 1986  
**Initial Year with OPC:** 2009

### Overview

Ms. Reed is a Project Manager with many years of experience performing utility coordination to accommodate highway and public works projects throughout the southwestern United States. She has extensive experience with records research, feasibility studies and utility investigations in support of public agencies and private enterprises. Ms. Reed prepares Caltrans Data Sheets (utilities) for clients to include field investigations, conflict identification, development of utility relocation cost estimates, liability determination, etc. Ms. Reed's experience also includes route selection, restoration and upgrade, alternative solutions to critical path issues for telecommunication projects (long haul), cell site relocations and oil and gas projects.

### Project Examples

- **Riverside County Transportation Commission (RCTC), I-215 Widening Project.** Provided 7.4 miles of utility management involving 8 utility owners with multiple impacts. **SR-74/I-215 Interchange Project.** Provided utility management on this interchange reconfiguration project. Project required 3 utility relocations and the acquisition of 18 partial takings. Also for the RCTC, provided project management services on the **I-215 & Los Alamos Road Project.**
- **City of Pico Rivera, Passons Blvd. Grade Separation Project.** Provided utility project management services to facilitate a project which had lost funding due to multi-management modifications. Obtained Variance for expired Authority to Construct from CPUC. Negotiated and obtained executed Utility Agreements and other related documents within two months to meet Caltrans Cert 1 requirements (Utilities/RR/MTA), tracked funding for the City and provided support to close funding deficiencies.
- **Orange County Transportation Authority (OCTA), West County Connectors/SR-22 Phase II.** Responsible for negotiating utility agreements and other relevant documents to meet Caltrans R/W Certification. Obtained Longitudinal Encroachment Exception Request with CALTRANS for 2 high pressure gas lines and 1 telecommunication trunk line. Co-authored White Paper and prepared E76 for Construction.



- **Los Angeles Unified School District, *Cell Tower Relocation*.** Reviewed invoices, correspondence and design plans for original temporary and final installations. Identified improvements and like costs and rendered a professional opinion for like-for-like relocation.
- **Time Warner Telecom (formerly GST Telecom), *Longhaul Build w/Level3, WITel, Williams Comm., Broadwing*.** Recruited by GST Telecom to troubleshoot regulatory obstacles encountered with the San Bernardino County Association of Government (SANBAG). Dealt with red tape with the U.S. Forest Service and obtained permits, acquired private easements and negotiated passage for all the telecommunication partner facilities with every local and state agency between Adelanto and San Diego. This eliminated the need to enter into revenue generating franchise agreements with SANBAG and facilities were installed under permits. Workaround alternatives were also identified simultaneously to reduce risk of regulatory barrier situations with local agencies.
- **Utility Management, *Various Projects*.** Provided services on the following projects: Atlantic Blvd. Bridge Rehabilitation (Sub to CNS Engineering); SR79 / I15 Interchange Improvement (Sub to RBF Engineering); Greenspot Road Realignment and Boulder Ave. Bridge Replacement (City of Highland).

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#### Past Relevant Experience

##### Project Manager - Utilities

Former Employer, 2006 to 2009

##### Right-of-Way Administrator / Utility Relocation Manager

Orange County Transportation Authority, Orange, 2002 to 2004

##### Principal

AMBRIZCO, Inc., Huntington Beach, CA  
Right-of-Way - Utility Services, 1999 to 2002

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#### Specific Expertise

##### IRWA Courses:

100 – Principles of Land Acquisition  
103 – Ethics and the R/W Professional  
200 – Principles of Real Estate Negotiation  
400 – Principles of Real Estate Appraisal  
501 – Residential Relocation Assistance  
800 – Principles of Real Estate Law  
801 – Land Titles  
802 – Legal Aspects of Easements  
900 – Principals of Real Estate Engineering  
901 – Engineering Plan Development  
902 – Property Descriptions

##### Other Coursework:

UPRR and Metrolink Certified  
Hazardous Materials and Endangered Species  
Safety, Health and Environmental Protection  
Oil Spill Emergency Response  
AutoCAD

## Kevin Donahue, MAI, Principal Appraiser

Overland, Pacific & Cutler, Inc.

- Education:**       ▪ Bachelor of Arts in Finance, Emphasis in Real Estate Studies, California State University, Fullerton
- License(s):**       ▪ Certified General Real Estate Appraiser, State of California OREA No. AG 015779
- Professional Affiliations:**   ▪ MAI Designated Member, Appraisal Institute  
▪ International Right of Way Association (IRWA), Chapter 67 President, 2001  
▪ Appraisal Member, Orange County Association of Realtors
- Years of Experience:**   **Initial Year in Industry:** 1986  
**Initial Year with OPC:** 2010

### Overview

Mr. Donahue has completed numerous and varied assignments involving commercial, industrial and residential properties to include: Transportation Corridors, Vacant Land, Special Purpose Properties, School Sites, Open Space Land, Mitigation Land, Apartment Buildings, Office Buildings, Shopping Centers, Affordable Housing Projects, SRO Hotels and Government Buildings. Appraisal purposes include Public Agency Acquisition for Road Widening, Various Public Utilities, Bridge Projects, Grade Separations, Railroad Crossings, Eminent Domain, Inverse Condemnation, Surface and Subsurface, Easements, Ground Lease Valuation and Arbitration, Insurable Asset Taxation, Leasehold / Leased Fee Analysis, I.R.S. Disputes, Affordable Housing Projects, Bankruptcy Litigation, Construction Defect Litigation, Soils Movement Matters, Failure to Disclose Litigation and Estate Planning.

Mr. Donahue has qualified as an Expert Witness with the following: Los Angeles County Superior Court, Orange County Municipal and Superior Courts, Riverside County Superior Court, Judicate West, JAMS and Federal Bankruptcy Court – Santa Ana.

### Project Examples

#### Recent Appraisal Project Experience:

- **Riverside County Transportation Commission (RCTC), SR-91 Corridor Improvement Project.** Full and Partial Acquisitions on various residential and commercial properties. High profile, politically sensitive project to widen approximately 16 miles of active highway through the urbanized area of Corona and the County of Riverside.
- **City of Mission Viejo, La Paz Road/Bridge Widening Project.** Partial acquisition of 5 commercial and school district properties to facilitate the widening of La Paz Road. **Oso Parkway Widening Project, Mission Viejo.** Partial acquisition of 3 special use and residential properties.
- **City of Moreno Valley, Ironwood Avenue Improvements, Moreno Valley.** Partial acquisition from 20 single and multiple family residences. **Nason Street Interchange Improvements, Moreno Valley.** Partial acquisition appraisals from retail and residential property.



**Recent Appraisal Review Experience**

- **Orange County Transportation Commission (OCTA), Kraemer Grade Separation Project, Fullerton.** Appraisal reviews involving partial takings from retail and residential property. **Fullerton Grade Separation Project.** Appraisal reviews involving railroad, industrial retail and residential property.
- 

**Specific Expertise**

**Other Coursework:**

Appraisal Institute Courses/Seminars:

- Report Writing and Valuation Analysis
- Advanced Applications
- Standards of Professional Practice, A & B
- Real Estate Principles
- Basic Valuation Procedures
- Basic Income Capitalization
- Advanced Income Capitalization
- Valuation of Leased Fee Interests
- Easement Valuation
- Professional Writing In Appraisal Reports

**2011 Schedule of Hourly Rates  
Overland, Pacific & Cutler, Inc.**

<b>Professional</b>	
Principal Consultant / Program Manager	\$185.00 per hour
Designated Real Estate Appraiser	\$275.00 per hour
Senior Staff Real Estate Appraiser	\$225.00 per hour
Staff Real Estate Appraiser	\$150.00 per hour
Senior Utility Coordinator	\$150.00 per hour
Senior Project Manager	\$140.00 per hour
Property Management Supervisor	\$140.00 per hour
Project Manager	\$130.00 per hour
Utility Coordinator	\$130.00 per hour
Senior Consultant	\$115.00 per hour
Property Manager	\$115.00 per hour
Consultant	\$105.00 per hour
Analyst	\$105.00 per hour
Research Appraiser	\$105.00 per hour
Escrow Officer / Project Support	\$ 73.00 per hour
Administrative Support	\$ 45.00 per hour
<b>Tradesmen</b>	
Field Maintenance Supervisor / Inspector	\$105.00 per hour
Specialized Labor / GC / Plumber / Electrician	\$105.00 per hour*
Equipment Operator	\$ 73.00 per hour*
Landscape/Property Maintenance Laborer	\$ 40.50 per hour*
Laborer (non-skilled)	\$ 27.50 per hour*

\* Prevailing Wage Compliant

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile and wireless communication charges a normal part of doing business and are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

**Corporate Qualifications**

**Overland, Pacific & Cutler, Inc. (OPC)** provides professional services for clients with projects involving program management, land and right of way acquisition, real estate appraisal, appraisal review, relocation assistance, property management and utility coordination. OPC was established in 1980 to provide these services for transportation, redevelopment, public works, housing, community development, school districts, energy and utilities.

At OPC, our people are full-time employees with excellent benefits. Our employees have diverse ethnic backgrounds and multilingual capabilities. OPC's staff is made up of nearly 100 acquisition, appraisal, relocation and management professionals; **more than 25% of our people can conduct business in English/Spanish, with a total of 14 languages represented.**

OPC has provided real estate related services to hundreds of clients throughout the United States. Our firm has successfully acquired more than 20,000 parcels and has been involved with thousands of projects. Because each acquisition and project may be unique in type and property description, OPC takes great pride in planning its acquisition process accordingly.

Since 2006, OPC has provided the City of Moreno Valley with in-house staff to supplement its real property personnel. The OPC Right of Way Professional, under the direction of the Director of Public Works, works closely with all City departments to provide right of way expertise and assist in acquiring property rights. OPC has been flexible to respond and increase its staffing support depending on project demands.

**Firm Experience**

Project Name	SR-60 @ Nason Street Interchange Project		
Project Description	This project will reconstruct and realign Nason Street On-Off ramps to State Route 60 in the City of Moreno Valley. The project required the acquisition of temporary and permanent right of way from 8 commercial land parcels. Each parcel involved intense and complex negotiations that included high profile businesses such as Kohl's and Marie Callender's.		
Services Provided	Acquisition, Construction Coordination		
Date Started	7/2008	Date Completed	Ongoing
Name Title Address Phone Number (if client reference, local agency reference preferred)	Margery Lazarus Supervising Engineer City of Moreno Valley 14177 Frederick Street, Moreno Valley, CA 92552 951.413.3133		



Project Name	Ironwood Avenue – Heacock to Perris		
Project Description	This street widening project of Ironwood Avenue between Heacock and Perris involved 30 full and part take acquisitions and 4 residential relocations. OPC was a subconsultant of LAN Engineering for this City of Moreno Valley project.		
Services Provided	Acquisition, Relocation Services		
Date Started	8/2008	Date Completed	6/2009
Name Title Address Phone Number of client/reference (local agency/reference preferred)	Margery Lazarus Supervising Engineer City of Moreno Valley 14177 Frederick Street, Moreno Valley, CA 92552 951.413.3133		

Project Name	SR-60 / Moreno Beach Interchange Project		
Project Description	OPC provided acquisition services for 32 parcels. The project will construct eastbound on/off ramps, westbound on/off ramps, and road improvements on Moreno Beach Drive that will include the replacement of the existing 2-lane bridge with a 6-lane bridge crossing State Route 60. In addition, the project includes construction of approximately 1,800 feet of storm drain improvements along Ironwood Avenue in the vicinity of Moreno Beach Drive. The project will alleviate congestion, enhance freeway access, and replace the existing bridge over State Route 60.		
Services Provided	Acquisition		
Date Started	9/2008	Date Completed	12/2009
Name Title Address Phone Number of client/reference (local agency/reference preferred)	Margery Lazarus Supervising Engineer City of Moreno Valley 14177 Frederick Street, Moreno Valley, CA 92552 951.413.3133		



**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name <b>Overland, Pacific &amp; Cutler, Inc.</b>	Phone <b>562.304.2000</b>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million	<b>Right of Way Services (Appraisal/Title/Acquisition)</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #
Address <b>100 W. Broadway, Ste. 500</b>	Fax <b>562.304.2020</b>	<input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		Age of Firm (Yrs.) <b>27 years</b>
City/State/ZIP <b>Long Beach, CA 90802</b>		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Name	Phone			Age of Firm (Yrs.)
Address	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
City/State/ZIP				Age of Firm (Yrs.)
Name	Phone			<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Address	Fax			Age of Firm (Yrs.)
City/State/ZIP				<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
Name	Phone			Age of Firm (Yrs.)
Address	Fax			<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #
City/State/ZIP				Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File



# ***SAF-r-DIG***

**SAF-r-DIG™**



LICENSES: CA 712492 AZ 108545

A WBE Firm

**SAF-r-DIG™** Utility Surveys, Inc.

P.O. Box 1478, Palm Desert, CA 92261  
41-905 Boardwalk, Ste A, Palm Desert, CA 92211  
(800) 326-0446 760-776-8274 Fax 760-776-8278 [www.safrdig.com](http://www.safrdig.com)

**SPOT-HOLE™** by **SAF-r-DIG™** is  
"Your Safe and Accurate Window to the Underground"

**SPOT-HOLE™ Process, BY SAF-r-DIG™ UTILITY SURVEYS, INC.**  
"your Safe and Accurate Window to the Underground"

Our non-destructive pothole, time-sensitive schedule, is a critical engineering design activity to help identify underground utilities along the planned route of alignment; i.e., to avoid utility conflicts. (*In compliance with CA government code section 4216-4216.9*)

**SPOT-HOLE™ Process:** we notify the "regional notification center" (USA) In turn, USA alerts the affected Utility Owner or Utility Locator employed by the utility owner. Within a 48-hr period, affected utilities, using questionable-accuracy records, then "field designate" (mark) their respective existing underground utility locations as a means of protecting the facility during the construction stage.

**Prior to digging, SAF-r-DIG™**, independently, electronically verifies the "questionable" utility field markings of the existing subsurface "target" utility. **SAF-r-DIG™** then exposes the utility via a **SMALL**" test hole" (5 to 12" diameter **SPOT-HOLE™**). **The procedure is a non-destructive and minimally-invasive process. The process has been used successfully by SAF-r-DIG™ since 1987.**

The pavement for the 5" to 12" diameter **SPOT-HOLE™** is either cored or opened by pneumatic (air) tools. A low-pressure "air lance" disturbs pavement aggregate base and the soil above the utility. Simultaneously, the soil is dust-free air vacuumed and temporarily stored in truck-mounted sealed tank for later return (backfill) to the hole for pneumatic-tamped compaction.

- The target-utility is exposed "non-destructively" for inspection.
- Visually verified, measured, the utility's horizontal position and vertical elevation is recorded to complete the "3D" documentation.
- The 5 to 12" diameter **SPOT-HOLE™** pavement is underscored to 1-inch larger than surface diameter. (*This permits special (QPR) asphalt (cold) "permanent" patch that is 1-inch thicker than the "original" cut pavement. When tamped pneumatically with a 6-inch compacting foot, the underscored void is effectively filled to form a one-sided rivet. This permits a 3-year guarantee against future subsidence or rejection*)  
**This portion of the system eliminates the need for unnecessary time-costly cement slurry, drying-time steel plating and cost of imported soil that is used for backfill and the cost of disposing the original native soil.**

Another requested feature of the **SPOT-HOLE™** Process involves the corporate "shiner" that is APWA color coated type to match standard utility color and stamped **SPOT-HOLE™** by **SAF-r-DIG™**. This "shiner" is secured over the centerline of the visually-verified and documented utility by a PK concrete nail. The nail is driven through the 'shiner' for future return-navigation by the surveyor; for the surveyor's convenience and time-saving process of "tie-in" the subsurface utility site to project controls. This efficient process precludes coordination of the surveyor's need to be present while the excavated utility site is "open". This system also embraces the current sophisticated remote-one-man utility-survey operation with the accuracy of one-half inch (one-tenth of a foot) for XY&Z dimensions (horizontal position and vertical elevation based on a geo-referenced location).

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**CALIFORNIA AND ARIZONA**

"3-Dimensional Information" "Using Non-Destructive Vacuum Soil Extraction Technology" "Performed with *Surgical Skill*" We *Designate, Locate and Physically Verify* actual depths of existing subsurface utilities and infrastructure.  
U:\Marketing Estimations\Updated Version of Procedure to Utility companies.doc



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41-905 Boardwalk, Ste A, Palm Desert, CA 92211  
(800) 326-0446 760-776-8274 Fax 760-776-8278 [www.safrdig.com](http://www.safrdig.com)

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is

"Your Safe and Accurate Window to the Underground"

## STATEMENT OF QUALIFICATIONS

**SAF-r-DIG<sup>SM</sup>** Utility Surveys, Inc. is a 100% woman-owned business, CA state-certified "SM all-Business" (OSBCR #11159) and state EBE (Emerging Business Enterprise) with licensed General Engineering (Class A) services performed by trained professional employees. Corporate office, located in Palm Desert, CA, has area satellite operations serving: State of Arizona, and State of California; for 17 years.

**SAF-r-DIG<sup>SM</sup>** complies with all known; **CGA, ASCE, FHWA, Caltrans** standards, maintain all-inclusive insurance indemnification requirements, pre-award audit cost accounting standards, and is immediately responsive to utility research, Data Collection and Best Management Practices for RWQC. In addition, **SAF-r-DIG<sup>SM</sup>** satisfies Permits and protection of existing utilities. **SAF-r-DIG<sup>SM</sup>** field work is performed in compliance with Caltrans Traffic Control W.A.T.C.H manual.

**SAF-r-DIG<sup>SM</sup>** specializes in obtaining accurate subsurface utility information for creating utility base maps. The method used is non-destructive, minimally invasive, air/vacuum process that exposes the utility for visual verification, identification, inspection, measurements and documentation of the data for subsequent creation of the utility base maps. **SAF-r-DIG<sup>SM</sup>** immediately restores the affected areas to its original condition to the extent that it is sometimes difficult to tell that the task was performed. Hence the slogan, "performed with surgical skill"™.

*The foregoing activity describes an emerging specialty service identified as "Subsurface Utility Engineering" (SUE). This professional service has been promoted, recommended and integrated into many Federal Highway Administration (FHWA) transportation projects. This service-recognition/recommendation was earned because of the, federally documented, 7 to 1 savings in project construction cost, accuracy and turnaround time; i.e., when SAF-r-DIG<sup>SM</sup> services are engaged prior to the 30% design stage. Civil Engineering professionals view the unique "partner-enhanced" scope of work, revolutionary techniques, and final results, as qualified "Value Engineering".*

Recent innovations include: gratuitous field-engineering for the office-bound designers, improved accuracy plus, speed in surveying by using the Global Positioning System (GPS). Our new divisions, identified as, "GeoLocate" and "AMERDA" have, improved utility mapping through new data collection methods.

**SAF-r-DIG<sup>SM</sup>** provides the following Scope of Work:

- All special equipment, skilled personnel, certified safety-sensitive (random tested) hazmat-trained technicians, and supplies required to perform "designation and utility location" services using dust-controlled, soil-monitored VOC (volatile organic compounds) sensed, soil extraction methods.
- Extract soils to expose any existing utilities in a "damage-prevention" manner to ensure the safety and integrity of the utility.
- Furnish and install "PK" nails, hubs, high-visibility "whiskers", or, markings above the centerline of the utility structure (pipe and/or duct) with swing-tie referencing, and, if required, elevations, for designers or surveyor teams.
- In Client-requested format, provide the following, visually verified, information for each utility located:
  - Pavement thickness and description of the pavement surface, base material, and soil conditions..
  - Diameter of pipe, or, duct, widths, top and, if requested, bottom elevations, and configuration of subsurface systems.
  - Elevations accurately measured to 1/10<sup>th</sup> foot or 30 mm from original ground and/or, pavement surface to utility.
  - Utility structure material composition, cored pipe thickness, when reasonably ascertainable.
- Maintain compliance with all insurance requirements, current federal and state mandated programs, with written policy statements; to protect Clients from any "pass- thru" claims or liability.
- Guaranteed completeness and accuracy of services, plans and all supporting data, under obligation for this project, and, at its expense, correct all errors or omissions therein that may be disclosed.

**SAF-r-DIG<sup>SM</sup>** not only pioneered "Subsurface Utility Locating", **SAF-r-DIG<sup>SM</sup>** perfected it!

Serving Major Cities in:

**CALIFORNIA AND ARIZONA**

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Website: [www.safrdig.com](http://www.safrdig.com)

"Your Safe and Accurate Window to the Underground"  
"Positive I.D. Spotholing"™ three-dimensional information, utilizing non-destructive soil extraction technology,  
"performed with surgical skill"™ We designate, locate and verify actual depths of underground utilities

## WORK PLAN AND METHODOLOGY

### A total solution for field verification of "as built"

- Coordination
- Traffic control
- Electronic designation
- Vacuum soil extraction
- Guaranteed visual verification of utility location
- Documentation

### Coordination

- Appropriate agencies, firms, contractors
- Apply for permits from all appropriate agencies
- Notify Underground Service Alert (1-call system)

### Traffic control

- Each vehicle equipped with a class I F.A.S.
- Each vehicle is equipped with sufficient materials for normal urban streets
- The compact digging trucks minimize the amount of traffic disruption
- The highly mobile nature of our equipment allows optimal scheduling for traffic considerations

### Electronic designation

- All pothole locations are evaluated with state of the art utility locating equipment such as:
- Passive signal receivers - 60 Hz and radio frequency
- VLF electromagnetic signal induction and reception
- Acoustic signal induction and reception

### Vacuum soil extraction

- Pavement is broken or cored to 12-inch diameter opening
- Subsequent soil extraction is done with a hand-held air lance
- This method is safe for pipe coatings and direct bury cables
- All spoil is vacuumed into the receiving hopper on the truck

### Soil extraction is not limited to the vertical

- Search under sidewalks
- Avoidance of traffic control installations
- Find bottoms of PVC ducts under other utilities

### Backfill

- Corrosion-sensitive utilities are properly bedded with clean sand
- The fill is replaced in 4 inch lifts
- Each lift is compacted with a 6" pneumatic tamper
- Test data is available showing outstanding compaction results

### Pavement Restoration

- Our small patches will last longer due to lower loading
- The hexagonal hole provides a better anchor for the pavement restoration
- The replacement paving is keyed into the pavement by undercutting the existing pavement so that the additional 2" of material mushrooms under the edges of the pavement. Provides 3-yr guarantee against failure
- The edges of the existing pavement is coated with tack oil to insure a watertight seal
- Material is added in 2" lifts; until the patch is flush with the existing pavement and the top is sealed

### Documentation

- The centerline of the utility is marked with a PK nail, 2" x 2" hub or high visibility Whisker
- Depth & size are marked on the roadway or on a stake mounted next to the hub
- Three swing ties are recorded for each location to locate the utility relative to the existing site conditions/physical structures
- A spreadsheet is prepared showing:
- The location with GPS longitude and latitude, if desired.
- Pavement and base thickness
- Depth to grade from top & bottom
- Size & configuration of the utility

Serving Major Cities in:

NORTHERN AND SOUTHERN CALIFORNIA AND ARIZONA

**When ACCURATE underground utility information is needed...**

**SAF-r-DIG<sup>SM</sup> Utility Surveys, Inc.** has the answer!

We specialize in providing the most accurate & timely Subsurface Utility Locating and Documenting Services

- Immediate response to clients
- Professional Liability Insurance
- Utility Record Research
- Electronic Instrument Designating/Locating
- Expose/Locate Utilities through ACCURATE Potholing (non-destructive air-vacuum soil extraction method)
- Utility Base Maps in any Electronic Format
- Clear, Concise and ACCURATE Graphic reporting, as requested

**In Summary:**

With **SPOT-HOLES<sup>TM</sup>** by **SAF-r-DIG<sup>SM</sup>** "Fast-Turn-Around" process, used before, or at the 30% design level, we promise significant reductions in utility relocation or construction Change Orders. This means construction costs within or below budget!

Why not call (800) 326-0446 and let us show you just...

**HOW GOOD WE REALLY ARE!!!**

Before you **Design**, call for **SPOT-HOLES<sup>TM</sup>** by **SAF-r-DIG<sup>SM</sup>** Utility Surveys, Inc.

**Corporate Headquarters**  
 (800) 326-0446 P.O. Box 1478  
 (780) 776-8278 fax Palm Desert, CA 92261-1478

**Local Offices:**  
**Los Angeles/Orange County**  
 (562) 595-0596 1416 E. Burnett, Ste. H  
 (562) 595-6597 fax Signal Hill, CA 80906

**Inland Empire/San Diego County**  
 (909) 370-0930 12210 Michigan Ave, Ste 24  
 (909) 370-3577 fax Grand Terrace, CA 92313

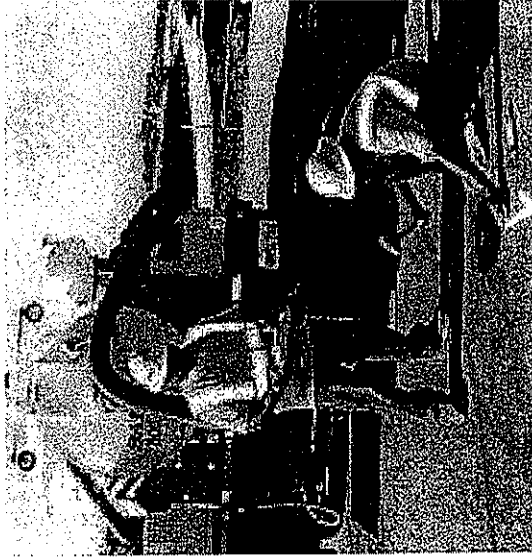
"Precise potholing" three-dimensional information, utilizing Non-destructive Air/Vacuum soil extraction technology.

"Performed with Surgical Skill!"

**Professional Services include:**

- Records Research
- Field Investigations
- Utility Surveying
- Digital Capture
- GIS/GPS Recording
- CADD Mapping

**SPOT-HOLES<sup>TM</sup>** by **SAF-r-DIG<sup>SM</sup>** provides a **TOTAL** solution for Subsurface Utility Engineering



**(800) 326-0446**

**SAF-r-DIG<sup>SM</sup>**  
Utility Surveys, Inc.

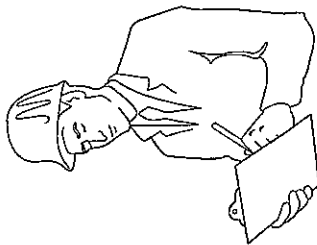


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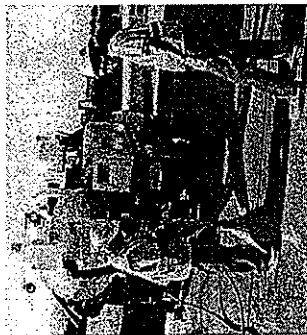
# 1. COORDINATE

**SAF-r-DIG<sup>SM</sup>** Project Manager coordinates with ALL local, state and Federal agencies along with the local One-Call Service Centers (USA, Dig-Alert and Blue Stake) Plus other required utility agencies, i.e., CGA, Common Ground Alliance Best Practices; to secure permits, bonds and insurance.



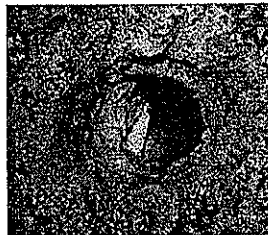
# 3. INVESTIGATE

**SAF-r-DIG<sup>SM</sup>** highly trained and certified geophysical locators will make a 12-inch diameter **SPOT-HOLES<sup>SM</sup>** into the surface/pavement.



Using "surgical-like skills" to ensure that no physical damage occurs to any existing subsurface utilities.

**SAF-r-DIG<sup>SM</sup>** "non-destructive" patented extraction process, pavement and compact soil is loosened and removed by regulated compressed air and at the same time is vacuumed into a special designed dust-free sealed container for later **SPOT-HOLES<sup>SM</sup>** restoration.

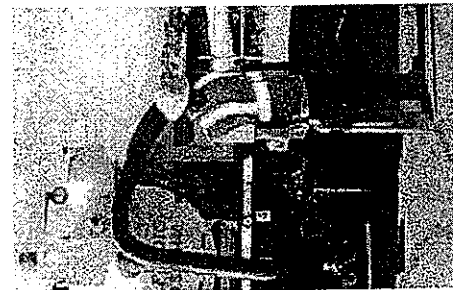


Once the utility conflict has been exposed for visual verification, accurate site attributes are recorded.

This information can include:

- Pavement Type & Thickness
- Soils and Site Conditions
- Structure & Material
- Size
- Type
- Top & Bottom Elevations
- 3D positioning to establish horizontal position and vertical elevation

# 2. EVALUATE



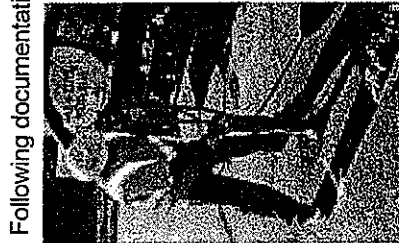
**SAF-r-DIG<sup>SM</sup>** Project Manager will assess the utility information and assist design engineers determine Utility Conflicts; with designed alignments

**SAF-r-DIG<sup>SM</sup>** field crews will use state-of-the-art electronic instruments. This will ensure accuracy of existing utility location marks prior

to any surface excavations.

The location of our inspection **SPOT-HOLES<sup>SM</sup>** are marked and documented.

# 4. RESTORE

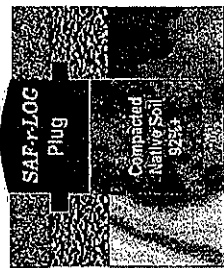


Following documentation of the existing utility's datum, **SPOT-HOLES<sup>SM</sup>** are then back-filled with native soil or other specified special backfill as directed by city's Encroachment Permit. The fill is pneumatically-tamped in 4-inch lifts, providing outstanding compaction results; normally between 92% and 96%!

Thereby setting the stage for **SAF-r-DIG<sup>SM</sup>**, **SAF-r-LOC<sup>SM</sup>** "Plugs"

against subsidence for an unprecedented 3 yrs!

A surface marker is then set (Cap, PK Nail, Hub, Whisker or Stake) on center, or offset, that clearly and visually identifies the utility's exact location and direction.



# 5. REPORT

All information is recorded and made available as an "on-site" Field Utility Data Report. We in-put each piece of data through **SAF-r-DIG<sup>SM</sup>** Quality Assurance process and document the final results in a Certified Utility Location Report. This information can be tied to local or USGA provided datum. Final data can be delivered in hardcopy and/or Electronic E-mail via the Internet in PDF Format for possible GIS Applications or AutoCAD.

Call (800) 326-0446

Staffing Experience

Name/ Project Role	Total Years Experience/ Years with Firm	Education/ Registration and Certification	Similar Project Experience	Current Assignments
Donald Whitman, Branch/PM Manager	13-14	<ul style="list-style-type: none"> <li>• Caltrans and San Diego County Work Zone Traffic Control.</li> <li>• Certified 40-hr hazmat training &amp; Confined-Space Safety training.</li> <li>• Ground Penetrating Radar</li> </ul>	<p>Capital Improvements Sewer &amp; Water/Street Improvement Projects:</p> <ul style="list-style-type: none"> <li>• Cities within Donald's experience portfolio; Moreno Valley, Pomona, Corona, Chino, Riverside, Ontario, Colton, Redlands, Yucaipa, Fontana, Rialto, Rancho Cucamonga, Upland, Montclair, San Bernardino, every city in the Coachella Valley, Escondido, Carlsbad, San Diego, Chula Vista.</li> </ul>	<ul style="list-style-type: none"> <li>• Pipeline Line Interlie – Chula Vista</li> <li>• Storm Drain Culvert - City of Temecula.</li> </ul>

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**PROFESSIONAL RESUME:** Donald Whitman  
**PROJECT ASSIGNMENT:** Project Manager  
**YEARS OF EXPERIENCE:** 12 years

**SUMMARY OF EXPERIENCE:** Over 500 projects as sub-consultant, to Consultant Engineers, participant in Southern California; as subsurface Utility Project Coordinator/Project Manager

**SPECIAL CERTIFICATIONS:** Ground Penetrating Radar, Certified 40-hr hazmat training & Confined-Space Safety training, Caltrans and San Diego County Work Zone Traffic Control. Residential and Commercial Waste water lateral survey and CCTV documentation. Project Management Certification

**Experience and Qualifications:**

Subsurface Utility Designating, Locating & Documenting. Proactive Project Management skills include planning and coordination with utility companies, railroads, and local, state and federal agencies; as is inherent in **SAF-r-DIG™** Utility Surveys' daily functions and protocol. Aggressive Negotiator; as Liaison Utility Project Coordinator. Experienced in field Quality Control, CGA "Best Practices", Traffic Control, All - Permit Acquisitions, OSHA Field Safety meetings Facilitator. Practical hands-on, on-the-Job experience track record from completing projects ahead of schedule and under budget.

Donald Whitman's multi-task ability provided his unique and reliable skilled talents on Caltrans District 8 potholing on State Route 138 and Caltrans District 7 and Los Angeles County Design Engineers on the Highway 30 Extension Project. For utility records research, designating, locating, exposing existing subsurface utilities and documenting, or otherwise, mapping the underground utilities, Donald used **SAF-r-DIG™** non-destructive, minimally invasive damage prevention, air/vacuum soil-extraction process on other projects such as, San Diego's Mission Valley Light Rail, Kinder Morgan Energy gas pipelines, Praxair hydrogen plant facilities, City of Ontario's New Model Colony, City of Pomona Water & Sewer Capital Improvement Program and City of Riverside's Waste Water Treatment Plant Expansion.

**Project Manager Roles:** Extensive Utility location duties with Southern California Water Districts on Water Improvement Plans & Designs; Water Reclamation Pipelines, Waste Water Treatment Plants. Pipeline relocation projects. Yucaipa Valley Water District, San Diego County Water Authority Projects, Rancho California Water District, Eastern Municipal Water District. Inland Empire Utility Agency, Western Municipal Water District, San Bernardino Municipal Water District, Jurupa Community Services District, Rubidoux Community Services District, Metropolitan Water District, Imperial Irrigation District, Coachella Valley Water District

**Project Manager - Capital Improvements Sewer & Water/Street Improvement Projects:**

Cities within Donald's experience portfolio; Moreno Valley, Pomona, Corona, Chino, Riverside, Ontario, Colton, Redlands, Yucaipa, Fontana, Rialto, Rancho Cucamonga, Upland, Montclair, San Bernardino, every city in the Coachella Valley, Escondido, Carlsbad, San Diego, Chula Vista.

**Project Manager, Sub-consultant Utility Conflict Assessment, Location and Documentation:**

For multi-phase Otay Mesa Transmission Main Pipeline Project, San Diego County Water Authority..  
Subsurface utility designating/locating and potholing for utility conflicts for bridge design over flood zone.  
Site exploration for the new Morongo Tribal Casino project, in Cabazon, CA, Student Housing, University of California, Cal Poly, Pomona.

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## **NINA S. MARCINEK**

### **Education**

B.S., Education, Texas Tech University, 1966

### **Registration**

Contractors State Board Licensee (1995 Class A General Engineering #712492)

### **Professional Associations**

Member Consulting Engineers and Land Surveyors of California, Civil Engineering

National One-Call Association: California, Nevada & Arizona Regions, Civil Engineering

### **Experience**

Construction Management – Over 30 years

Bradshaw Road Widening/66 Sewer Interceptor for Sacramento Regional County Sanitation District, CA:  
Subsurface utility designating and locating.

Port of Long Beach, CA: Subsurface utility designating and locating. Storm drain improvements.

Highway 50 at Pioneer Trail in South Lake Tahoe, CA: Subsurface utility designating and locating.  
Bedrock elevation explorations.

South Coast Plaza Expansion: Subsurface utility designating and locating. Night work.

Mission Valley East Light Rail Transit: Subsurface utility designating and locating. Storm drains and water line locations.

Monitoring Well Installations for National Exxon Station: Subsurface utility designating and locating. Clear drilling sites for 70-foot-deep monitoring wells.

Eastshore Highway Extension (Overpass approach) - City of Albany, CA: Subsurface utility designating and locating. Horizontal and vertical positions.

Metro Rail Red Line for Various Locations in Los Angeles, CA Area: Subsurface utility designating and locating.

Caltrans Office of Engineering Services, Los Angeles County Department of Public Works, and the City of LaVerne: Subsurface utility designating and locating. House laterals back of sidewalk of Miller Street.

Carmichael, CA: Potholing along Walnut Avenue. Subsurface utility designating and locating. Horizontal and vertical position of high-risk, high-pressure gas line.

San Joaquin Hills Transportation Corridor (Toll Road), San Juan Capistrano: Subsurface utility designating and locating.

Yucaipa Valley Water District, CA: Subsurface utility designating and locating. Water improvement plans.

Myers Avenue Potholing, Median Nose, Frederic Street/Allesandro Boulevard/Pigeon Pass for City of Moreno Valley, CA: Subsurface utility designating and locating.

Waterline Replacements in Hemet, CA: Subsurface utility designating and locating.

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**Task Accomplished with the past Five Years – Grand Terrace Branch**

PROJECT NAME	TYPE OF STRUCTURE	SERVICES PERFORMED	Saf-r-Dig Task Number	Contact Person & Phone Number
Ontario New Model Colony	Water & Sewer Infrastructure Upgrades	Locate Existing Utilities	200602065	Stantec Lam Lee 19 Technology Dr Irvine, CA 92618 Phone (949) 923-6211
MDP Lateral 6A, MDP line 8, Palm Springs Storm Drain	Storm Drain	Locate Existing Utilities	200602123, 124 & 125	Engineering Resources Moe Ahmadi 3550 E. Florida Ave. Suite B Hemet, CA 92544 Phone (951) 765-6622
Verdemont Pipelines	Water Line Improvements	Locate Existing Utilities	200702018	PBS&J Erik Howard 10370 Hemet St., Suite 200 Riverside, CA Phone (951) 358-1433
Moreno Valley Regional Water Reclamation Facility	Treatment Plant Improvements	Locate Existing Utilities	200702036	The Thomsen Company Rick Thomsen 2587 San Jacinto St San Jacinto, CA 92583 Phone (951) 925-3070
District 2 & 3 Phase 1 Water Main Replacement	Water Main Replacements	Locate Existing Utilities	200802022	Stetson Engineering Renee Fritz 2171 E. Francisco Blvd., Suite K

Serving Major Cities in:

**NORTHERN AND SOUTHERN CALIFORNIA AND ARIZONA**

District 3 and 4 Sewer Replacement	Sewer Main Replacement	Locate Existing Utilities	200802086	San Raphael, CA 94901 Phone (303) 799-6795 Infrastructure Engineering Rob Weber 14271 Danielson St. Poway, CA 92064 Phone (858) 413-2400
Riverside Waste Water Treatment Plant Expansion	Treatment Plant Expansion	Locate Existing Utilities	200902045	Albert Webb & Associates Shane Bloomfield 3788 McCray St Riverside, CA 92506 Phone (951) 686-1070
EVMWD Watermain Replacement Project	Water Mains	Locate Existing Utilities	200902066	GFB Friedrich & Associates John Friedrich 6529 Riverside Ave., Suite 200 Riverside, CA 92506 Phone (951) 781-0811

Project Experience

<b>Pico Vista Way – Perris Blvd. St. Improvements – City of Moreno Valley</b>	
<b>Client</b>	AECOM Engineering
<b>Contact</b>	Brian Smith 901 Via Piemonte 5 <sup>th</sup> Floor Ontario, CA 91764 (909) 933-5225
<b>Key Personnel</b>	Donald Whitman, PM - One Two Man Crew
<b>Description</b>	Subsurface Utility Locating - Street Improvements – 40 Spotheoles

<b>(Project Name) Heacock St. Improvements - City of Moreno Valley</b>	
<b>Client</b>	DMC Design Group
<b>Contact</b>	Dave Cosper 170 N Maple St Suite 101 Corona, CA 91720 (951) 549-8100
<b>Key Personnel</b>	Donald Whitman, PM - One Two Man Crew
<b>Description</b>	Subsurface Utility Locating - Street Improvements – 28 Spotheoles

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<b>(Project Name) Cactus Ave. St. Improvements - City of Moreno Valley</b>	
<b>Client</b>	Proactive Engineering Consultants
<b>Contact</b>	Michael Ng 1875 California Ave Corona, CA 92881 (951) 280-3305
<b>Key Personnel</b>	Donald Whitman, PM - One Two Man Crew
<b>Description</b>	Subsurface Utility Locating - Street Improvements - 11 Spotholes

<b>(Project Name) Laselle &amp; Several areas - City of Moreno Valley</b>	
<b>Client</b>	Willdan
<b>Contact</b>	Vanessa Munoz 13191 Crossroads Pkwy N. #405 City of Industry, CA 91746
<b>Key Personnel</b>	Donald Whitman, PM - One Two Man Crew
<b>Description</b>	Signal Lights Various Locations - 40 spotholes

SAF-r-DIG<sup>SM</sup> Utility Surveys, Inc. - RFP City of Moreno Valley - Nason Street Improvements  
P.O. Box 1478, Palm Desert, CA 92261 - 41-905 Boardwalk, Ste A, Palm Desert, CA 92211 - (800) 326-0446 760-776-8274 Fax 760-776-8278 [www.safrdig.com](http://www.safrdig.com)  
● SPOT-HOLE™ by SAF-r-DIG<sup>SM</sup> is "Your Safe and Accurate Window to the Underground" A WBE Firm SINCE 1994

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subconsultants (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name SAF-r-DIG Utility Surveys Inc. Address 41-905 Boardwalk City, State, ZIP Palm Desert, CA 92211	Phone 760-776-8274 Fax 760-776-8278	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	Subsurface Utility Locating with Visual Verification and Documentation  NOTE: WE ARE AN WBE AND SBE (Certs are in Marketing package)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.) 17
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)
Name Address City, State, ZIP	Phone Fax	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE #:  Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

***RGI UTILITY CONSULTANTS, INC.***  
***A California Corporation***

# ***RGI UTILITY CONSULTANTS, INC.***

## ***A California Corporation***

### **COMPANY BACKGROUND**

#### ***I. HISTORY OF COMPANY***

RGI was formed in April, 1978 as RHG and Associates, a California Corporation, to provide Dry Utility design and consulting for the Southern California area. The company's founder, Robert Gregory, sensed a need for one entity to coordinate the complex natures of the various Dry Utility Agencies in concert with commercial and residential developments in the region. The firm grew from a two person office to a current office consisting of eleven full-time personnel, three part-time personnel, and two contract specialists. Depending upon the sometimes complex and unique nature of some projects, RGI joint-ventures with specific individuals or companies to complete specialized undertakings.

RHG and Associates chose to establish the Dry Utility Consulting division of RGI in 1990, and established a subsidiary Corporation for that purpose.

#### ***II. STRUCTURE OF COMPANY***

Robert H. Gregory is Chief Executive Officer of the company and sees to the day-to-day operations of the firm. Answering to Mr. Gregory are five (5) Project Managers; Martin C. Read, Pamela Lehmer, Brian Gregory, Wayne Hironimus, and Sally Hughes along with the Office Manager, Patti Neely.

Each of the Project Managers has either one or two Utility Consultants on their staff; and, all of the Project Managers draw from a pool of three (3) CAD Operators supervised by Mr. Nathan Pierce.

While Ms. Neely handles the day-to-day office operations of the Company, the accounting and insurance functions are handled by consulting firms under contract to RGI.

RGI carries \$1,000,000.00 in General Liability Insurance, \$1,000,000.00 in Errors and Omissions Insurance, and \$1,000,000.00 in Vehicular Liability Insurance. In addition, RGI carries \$1,000,000.00 in Workmans Compensation Insurance.



***RGI UTILITY CONSULTANTS, INC.***  
***A California Corporation***

***MISSION STATEMENT***

***RGI IS HERE TO SERVE THOSE WHO INTERACT WITH THE DRY UTILITY INDUSTRY.***

***OUR INTENT IS TO INSURE THAT ALL PARTIES IMPACTED BY A PROJECT HAVE A CLEAR AND CONCISE UNDERSTANDING OF THE NEEDS, REQUIREMENTS, AND RESPONSIBILITIES ESTABLISHED FOR EACH ENTITY.***

***OUR GOAL IS TO HAVE ALL TASKS, FUNCTIONS, AND UNDERTAKINGS COMPLETED IN THE MOST EXPEDITIOUS AND COST EFFECTIVE MANNER POSSIBLE TO THE SATISFACTION OF ALL PARTIES.***

***RGI UTILITY CONSULTANTS, INC.***  
***A California Corporation***

***RESUME***

***Robert H. Gregory***

Mr. Gregory is the Founder and Chief Executive Officer of RGI Utility Consultants, a California Corporation incorporated on April 20, 1978. RGI's current place of Business is in Norco, California.

Mr. Gregory holds a Bachelor of Science Degree in Civil Engineering from the University of Missouri - Rolla (Formerly Missouri School of Mines) granted to him in 1971 and is in the process of obtaining his Master's Degree in Business Administration from the University of California - Riverside.

Mr. Gregory has expertise in the field of "Dry Utilities" which encompass administrative, operational, and design knowledge for Power Companies, Telephone Companies, Gas Companies, CATV Companies, and Specialized Telecommunications Companies. Of particular interest is his expertise in major infrastructure for large Roadway Interchange Projects and major Grade Separation projects as well as his knowledge in dealings with SCE and DWP Transmission facilities and Dry Utility Rights-of-Way issues.

Mr. Gregory is currently a member of the American Society of Civil Engineers.

RGI currently has a staff of five (5) Project Managers and a support staff of seven (7) additional individuals.

***RGI UTILITY CONSULTANTS, INC.***  
***A California Corporation***

***RESUME***

***Martin C. Read***

Mr. Read is currently a Senior Project Manager with RGI Utility Consultants, a California Corporation incorporated on April 20, 1978. RGI's current place of Business is in Norco, California.

Mr. Read currently holds a Bachelor of Arts Degree in Industrial Management and has been with RGI in a Project Management position since 1996.

Mr. Read has expertise in the field of "Dry Utilities" which encompass administrative, operational, and design knowledge for Power Companies, Telephone Companies, Gas Companies, CATV Companies, and Specialized Telecommunications Companies. He also specializes in complex dry utility scenarios for major Retail and Business Developments, such as Fashion Island in Newport Beach, California and Irvine Spectrum Center in Irvine, California.

Mr. Read has been and is currently a member of numerous "Major Infrastructure" Project Teams for the Southern California Region. These projects include extensive design and coordination efforts on his part with regard to the Dry Utility Agencies, in particular the Southern California Edison Transmission and Real Properties Divisions.

# ***RGI UTILITY CONSULTANTS, INC.***

## ***A California Corporation***

### ***REPRESENTATIVE PROJECTS***

- I. PLACENTIA GRADE SEPARATION – PLACENTIA AND FULLERTON, CALIFORNIA***  
*Services performed for OCTA in conjunction with the relocation and undergrounding of existing dry utility facilities. Coordination efforts included coordination with BNSF Railroad.*
- II. SANTA ANA STREET WIDENING – ANAHEIM, CALIFORNIA***  
*Services performed for City of Anaheim Redevelopment Agency in conjunction with the widening of Santa Ana Street from Pine to Olive. Tasks involved design and coordination for the undergrounding of existing aerial dry utility facilities.*
- III. CULVER DRIVE ROADWAY IMPROVEMENTS - IRVINE, CALIFORNIA***  
*Project consisted of widening existing roadway and coordinating relocation of dry utilities*
- IV. JEFFREY UNDERCROSSING - IRVINE, CALIFORNIA***  
*Project consisted of roadway Imp. and coordination of dry utilities including SCE Transmission*
- V. MacARTHUR AND REDHILL IMPROVEMENTS - IRVINE, CALIFORNIA***  
*Project Consisted of Roadway widenings and coordination of dry utilities, including SCE Transmission and numerous Fiber-Optic undergrounding tasks.*
- VI. BARRANCA/DYER AND REDHILL ROADWAY IMPROVEMENTS –***  
*Project is in Cities of Santa Ana, Tustin, and Irvine – Services consist of coordination and design for relocations and undergrounding of existing aerial and underground dry utilities as well as the coordination to relocate existing SCE 220KV Transmission Facilities and coordination with three City agencies.*
- VII. ALAMEDA CORRIDOR IMPROVEMENTS – LOS ANGELES, CALIF.***  
*Project consisted of coordination of AT&T and Fiber-Optic designs jointly with SCE for various phases of the Alameda Corridor Improvements.*

The above referenced projects involved Planning and Infrastructure Design along with Dry Utility Coordination and Project Management for Dry Utility facilities.

**PROPOSER'S LIST OF SUBCONSULTANTS (DBE AND NON-DBE) - PART I**

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subconsultants elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
Name RGI Utility Consultants	Phone 951-279-7900	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million	Utility Consultant	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Address 3480 Hammer Ave.	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If YES list DBE #:  Age of Firm (Yrs.) 33 Years
City, State, ZIP NORCO, CA 92860	951-279-4116			
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax			If YES list DBE #:  Age of Firm (Yrs.)
City, State, ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax			If YES list DBE #:  Age of Firm (Yrs.)
City, State, ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax			If YES list DBE #:  Age of Firm (Yrs.)
City, State, ZIP				

Distribution: 1) Original - Local Agency File

RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR MASON STREET  
OVERALL -FROM FIR AVENUE TO CACTUS AVENUE

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	PEC											NAI						
		Principal	Survey Director	Sr. Project Manager	Project Engineer	Survey Field Coordinator	Survey Analyst	2-man Crew	CAD Tech	Clerical	Aerial Photo	SUBTOTAL	Project Admin	Principal	Associate Principal				
		hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours				
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION Project Summary Memorandum Project Management with meetings with Caltrans, RCFD & EMWD Design Survey/Basis Mapping R/W Base Mapping Aerial Topography Cross Sections (Final) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Modification of Utilities Identification of Potential Conflicts Field Verification of Utilities (Potholing and survey) - 15 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	16		16	24		24		16				16						
		40		60		8		24		36			16		40			100	
2	Plans and Estimates (35%) Project Management with meetings Plan Check and Right-of-Way Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)	80	30	144	318	36	24	36	160	16	1		16		140	56	23	\$3,565	
		\$12,480	\$4,350	\$19,720	\$36,570	\$4,860	\$2,520	\$17,200	\$12,800	\$1,040	\$8,250	\$118,790	\$19,040	\$9,240	\$19,040	\$9,240	\$3,565		
		40		80											80				
		12		60	240				140							100			
		2		20	100	48			8										
		2		4	8	8			24		12					68		108	
		8	15	32	8		24		8										
		64	212	306	500	0	236	28	28	0		180	68	108					
		\$9,284	\$0	\$27,560	\$57,500	\$0	\$18,680	\$1,820	\$50	\$0	\$115,744	\$24,480	\$11,220	\$16,740					
PHASE 2	100% LEVEL COMPLETION Plans and Estimates (65%) Project Management with meetings Plan Check and Right-of-Way Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	40		60										54					
		8		40	100	40			80					86					
4	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	4	0	166	244	0	0	0	16	24	0	0	140	36	60	60		\$9,300	
		\$8,112	\$0	\$18,980	\$28,060	\$0	\$0	\$0	\$9,920	\$3,360	\$0	\$68,452	\$19,040	\$5,940	\$9,300				
		24		32	48				40						40				
		16		16	48	8			8						100				
		2		2	4	16	8		2										
		2		2	8	8			2							18		24	
		8	16	40	40	0	58	24	24	0	0	140	18	24					
		24	72	116	200	0	13,340	50	50	0	0	\$32,644	\$2,970	\$3,720					
		\$3,744	\$0	\$9,360	\$13,340	\$0	\$4,640	\$0	\$0	\$0	\$68,452	\$19,040	\$2,970	\$3,720					
5	Plans and Estimates (200%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications	16		20										32					
				8	20	16								40					
6	Right of Way Services - 17 Parcels	16	0	34	40	0	0	0	20	8	0		72	12	24	24			
		\$2,495	\$0	\$4,420	\$4,600	\$0	\$0	\$0	\$1,600	\$520	\$0	\$13,636	\$9,792	\$1,980	\$3,770				
		16	0	34	40	0	0	20	8	0		72	12	24	24				
		\$2,495	\$0	\$4,420	\$4,600	\$0	\$0	\$1,600	\$520	\$0	\$13,636	\$9,792	\$1,980	\$3,770					

RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
OVERALL - FROM FIR AVENUE TO CACTUS AVENUE

PART	DESCRIPTION	URBAN CROSSROADS				OPC				SUBTOTAL		
		Senior Associate	Senior Engineer	Eng Tech / Admin	Sr. Project Manager	Analyst	Real Estate Support	Appraisal Services	Title Services			
		hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours
PHASE 1	DESIGN AND PROJECT MANAGEMENT SERVICES											
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION											
1.	Project Summary/Memorandum Project Management with meetings with Caltrans, RCFD & EMWD Design Survey/Asse Mapping R/W Base Mapping Aerial Topography Cross Sections (Field) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Identification/Notification of Utilities Preliminary Utility Coordination Field Verification of Utilities (Potholing and survey) - 15 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	16	100	24								
	SUBTOTAL HOURS	16	100	24								
	SUBTOTAL	\$2,000	\$9,500	\$1,920								\$26,225
2.	Plans and Estimates (55%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)	36	100	24								
	SUBTOTAL HOURS	36	100	24								
	SUBTOTAL	\$0	\$0	\$13,120								\$41,080
PHASE 2	100% LEVEL COMPLETION											
3.	Plans and Estimates (55%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	4	0	100								
	SUBTOTAL HOURS	4	0	100								
	SUBTOTAL	\$500	\$0	\$8,000								\$23,740
4.	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	0	0	44								
	SUBTOTAL HOURS	0	0	44								
	SUBTOTAL	\$0	\$0	\$1,520								\$10,210
5.	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications	0	0	20								
	SUBTOTAL HOURS	0	0	20								
	SUBTOTAL	\$0	\$0	\$1,600								\$7,900
6.	Right of Way Services - 17 Parcels											

RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
OVERALL -FROM FIR AVENUE TO CACTUS AVENUE

Proactive Engineering Consultants  
1875 California Ave  
Corona CA 92881

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	SAF-R-DIG				BON TERRA				LOR				Project Manager hours			
		potholing Each	Principal hours	Clerical hours	SUBTOTAL	Project Manager hours	Principal hours	Clerical hours	SUBTOTAL	Project Engineer hours	Drafting hours	Clerical hours	Field Work unit		Laboratory Testing unit	SUBTOTAL	Principal hours
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION Project Summary Memorandum Project Management with meetings with Caltrans, RCFO & EIVWD Desktop Survey/Basic Mapping R/W Base Mapping Aerial Topography Cross Sections (field) Civil - Roadway Preliminary Geometrics Preliminary Hydrology/Hydraulic Study Preliminary Cost Estimate Preliminary Utility Coordination Identification of Potential Conflicts Field Verification of Utilities (Potholing and survey) - 15 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	15	7	5	20	22	6	4	4	16	3	4	1	1	20	14	8
	SUBTOTAL HOURS	\$10,320	\$1,470	\$2,530	\$4,480	\$1,000	\$2,400	\$12,280	\$7,495	\$2,500	\$23,305				\$2,500	\$1,100	
PHASE 2	Plans and Estimates (35%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)																
	SUBTOTAL HOURS																
PHASE 3	100% LEVEL COMPLETION Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP																
	SUBTOTAL HOURS																
PHASE 4	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent P&E Review Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP																
	SUBTOTAL HOURS																
PHASE 5	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications																
	SUBTOTAL HOURS																
PHASE 6	Right of Way Services - 37 Parcels																
	SUBTOTAL HOURS																



RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
OVERALL -FROM FIR AVENUE TO CACTUS AVENUE

PART	DESIGN AND PROJECT MANAGEMENT SERVICES	Designer Hours	Cod Tech Hours	SUBTOTAL	TASK SUBTOTAL	PHASE SUBTOTAL	PHASE TOTAL			
								1	2	3
PHASE 1 ALIGNMENT STUDY AND 35% LEVEL COMPLETION Project Summary Memorandum Project Management with meetings with Caltrans, RCFD & EMWD Design - Utility/Basic Mapping RW Base Mapping Aerial Topography Cross Sections (Field) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Notification of Utilities Field Verification of Potential Conflicts Field Verification of Utilities (potholing and survey) - 15 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings		1	1	\$90	\$90					
	SUBTOTAL HOURS	1	1	\$90	\$90					
	SUBTOTAL				\$3,870	\$206,030				
	PHASE 2 Plans and Estimates (35%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)		10	10	\$900	\$900				
		SUBTOTAL HOURS	10	10	\$900	\$900				
		SUBTOTAL				\$3,160	\$184,664			
		PHASE 3 Plans and Estimates (35%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP		7	7	\$630	\$630			
			SUBTOTAL HOURS	7	7	\$630	\$630			
			SUBTOTAL				\$2,870	\$114,102		
			PHASE 4 Plans and Estimates (35%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP		7	7	\$560	\$560		
SUBTOTAL HOURS				7	7	\$560	\$560			
SUBTOTAL							\$2,870	\$64,764		
PHASE 5 Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Strips, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications					6	6	\$540	\$540		
	SUBTOTAL HOURS			6	6	\$540	\$540			
	SUBTOTAL						\$2,700	\$33,428		
	PHASE 6 Right of Way Services - 37 Percent									
		SUBTOTAL HOURS								
		SUBTOTAL								
						REIMBURSABLE EXPENSES		\$390,694		
						ADDITIONAL AS-NEEDED SERVICES		\$3,500		
								\$39,069		
								\$433,263		

RESOURCE MATRIX  
 Project No. 15-12185820  
 STREET IMPROVEMENTS FOR NASON STREET  
 OVERALL -FROM FIR AVENUE TO CACTUS AVENUE

	15	20	18	40	114	102	10	54	40	0	0	0	0	0	0	0	0	0	0
Project Management and Coordination																			
R/W Data Sheet and Cost Estimate																			
Title Reports																			
Legal and Plans																			
R/W Appraisal and Acquisition																			
Utility Coordination																			
<b>SUBTOTAL HOURS</b>	15	62	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL</b>	\$2,496	\$8,990	\$0	\$0	\$16,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>PHASE 3 - BIDDING AND CONSTRUCTION SUPPORT</b>																			
Bid Support	2																		
Construction Support																			
Bid Package and Construction Support																			
Construction Support																			
Questions During Construction																			
As-Built Plans																			
GIS Documentations																			
<b>SUBTOTAL HOURS</b>	14	0	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL</b>	\$2,184	\$0	\$5,200	\$7,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>HOURLY TOTALS</b>	265	92	648	1,282	156	86	654	148	1										
<b>HOURLY RATE</b>	\$155	\$145	\$130	\$115	\$135	\$105	\$700	\$90	\$8,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL LABOR COSTS</b>	\$41,495	\$13,340	\$84,240	\$147,430	\$21,060	\$17,200	\$57,320	\$9,020	\$8,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>GRAND TOTAL - OVERALL (FIR TO CACTUS)</b>																			
* THIS FEE INCLUDED 17 PROPERTIES, FOR EACH ADDITIONAL ACQUISITION, APPROX. \$12,500 FOR APPRAISAL & ACQUISITION AND \$1,500 FOR LEGAL & PLAT																			



RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
OVERALL -FROM FIR AVENUE TO CACTUS AVENUE

Project Management and Coordination R/W Data Sheet and Cost Estimate Title Reports Legal and Pds R/W Approval and Acquisition Erosion Coordination																										
SUBTOTAL HOURS SUBTOTAL																										
PHASE 3 BIDDING AND CONSTRUCTION SUPPORT Bid Package and Construction Support Bid Support Construction Support Questions During Construction As-Built Plans GIS Documents																										
SUBTOTAL HOURS SUBTOTAL																										
HOURLY TOTALS HOURLY RATE TOTAL LABOR COSTS																										
GRAND TOTAL - OVERALL (FIR TO CACTUS)																										



RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	PEC										NAI			
		Principal	Survey Director	Sr. Project Engineer	Project Engineer	Survey Field Coordinator	Analyst	2-man Crew	CAD Tech	Clerical	Aerial Photo	SUBTOTAL	Project Admin	Principal	Associate Principal
		hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION Project Management with meetings with Caltrans, RCED & EMWO Design Survey/Basis Mapping Aerial Topography Cross Sections (field) (Civil - Roadway) Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Notification of Utilities Identification of Potential Conflicts Field Verification of Utilities (paving and survey) - 11 locations Traffic Studies Geotechnical Investigations Environmental CEDA Env. Information Form Project Meetings	11		41	27			11					28		
		26	14	42		6	17		11		1		70		
			6		140	11		56							
		11	28	6	28	11		6							
		1	6	28				6							
		1	3	11				6							
		1	3	11				6							
		3	4			4								39	16
		54	21	102	222	26	17	60	113	11	1	98		79	16
		SUBTOTAL	\$9,045	\$13,260	\$25,530	\$3,510	\$1,785	\$12,000	\$9,040	\$715	\$5,775	\$83,084	\$13,328	\$5,435	\$2,460
PHASE 2	Plans and Estimates (95%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)	28		56											
		8	42	168		98									
		1	14	70		34									
		1	14	28				17		8				48	76
		1	3	6						6					
		5	11	56				17							
		44	0	148	350	0	0	0	166	20	0	126		48	76
		SUBTOTAL	\$6,864	\$19,240	\$40,250	\$0	\$0	\$0	\$13,280	\$1,300	\$0	\$80,934	\$17,136	\$7,920	\$11,780
PHASE 3	100% LEVEL COMPLETION Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	28		42											
		6	28	70		56									
			6	28		14									
		3	3	11				6		3				25	42
		3	1	6						6					
		37	0	102	171	0	0	0	87	11	0	98		23	42
		SUBTOTAL	\$5,772	\$0	\$19,665	\$0	\$0	\$0	\$6,960	\$2,405	\$0	\$40,692	\$13,328	\$4,125	\$6,510
PHASE 4	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	17		22											
			11	34		28									
			3	11		6									
		1	3		1			1							
		1	6		6			6		6					
		17	0	50	82	0	0	0	41	18	0	98		13	17
		SUBTOTAL	\$2,652	\$0	\$9,430	\$0	\$0	\$0	\$3,280	\$1,170	\$0	\$23,032	\$13,328	\$2,145	\$2,635
PHASE 5	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications	11		14											
			6	14		11									
			1	6		3									
		11	0	24	8	0	0	0	14	6	0	22		8	17
		SUBTOTAL	\$1,716	\$0	\$3,220	\$0	\$0	\$0	\$1,120	\$390	\$0	\$9,566	\$6,600	\$1,320	\$2,635
6.	Right of Way Services - 12 Parcels*														

RESOURCE MATRIX

Project No. 15-12185820

STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	URBAN CROSSROADS					OPC														
		Senior Associate	Senior Engineer	Eng Tech / Admin	Sr. Project Manager	Analyst	Real Estate Support	Appraisal Services	Title Services	SUBTOTAL											
		hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours	hours		
PHASE 1	ALIGNMENT STUDY AND 50% LEVEL COMPLETION																				
1.	Project Summary Memorandum Project Management with meetings with Caltrans, RCFO & EMWD Design Survey/Basic Mapping Raw Base Mapping Aerial Topography Cross Sections (Field) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification of Potential Conflicts Field Verification of Utilities (potholing and survey) - 11 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	11	70	37	17		70	17													
	SUBTOTAL HOURS	11	70	37	17		70	17													
	SUBTOTAL	\$1,375	\$6,650	\$1,360	\$18,300																
2.	Plans and Estimates (85%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)			115																	
	SUBTOTAL HOURS	0	0	115			0	115													
	SUBTOTAL	\$0	\$0	\$9,200	\$28,800																
PHASE 2	100% LEVEL COMPLETION																				
3.	Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	3		70																	
	SUBTOTAL HOURS	3	0	70			0	70													
	SUBTOTAL	\$375	\$0	\$5,600	\$16,610																
4.	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP			31																	
	SUBTOTAL HOURS	0	0	31			0	31													
	SUBTOTAL	\$0	\$0	\$2,480	\$7,260																
5.	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications			14																	
	SUBTOTAL HOURS	0	0	14			0	14													
	SUBTOTAL	\$0	\$0	\$1,120	\$5,095																
6.	Right of Way Services - 12 Parcels *																				

RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

PART	DESCRIPTION	SAF-R-DIG				BON TERRA				LOR				R		
		Potholing Each	Principal hours	Clerical hours	SUBTOTAL	Project Manager hours	Principal hours	Clerical hours	SUBTOTAL	Project Engineer hours	Drafting hours	Clerical hours	Field Work unit		Laboratory Testing unit	Principal hours
PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES															
PHASE 1	ALIGNMENT STUDY AND 5% LEVEL COMPLETION															
1	Project Management with meetings with Caltrans, RCFD & EMBWD Design Survey/Basic Mapping RVN Base Mapping Aerial Topography Cross sections (Field) CMM Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification of Potential Conflicts Field Verification of Utilities (potholing and survey) - 11 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	11	3	14	\$2,885	15	3	\$2,885	11	2	3	1	1		10	5
	SUBTOTAL HOURS	\$7,568	\$840	\$1,725	\$2,885	\$1,430	\$140	\$8,596	\$5,247						\$1,820	\$660
2	Plans and Estimates (85%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)															
	SUBTOTAL HOURS															
PHASE 2	100% LEVEL COMPLETION															
3	Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP															
	SUBTOTAL HOURS															
4	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP															
	SUBTOTAL HOURS															
5	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications															
	SUBTOTAL HOURS															
6	Right of Way Services - 12 Parcels *															
	SUBTOTAL HOURS															



RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	Designer Hours	Cad Tech hours	SUBTOTAL	TASK SUBTOTAL	PHASE SUBTOTAL	PHASE TOTAL
PHASE 1	<b>ALIGNMENT STUDY AND 85% LEVEL COMPLETION</b>						
1	Project Summary Memorandum Project Management with meetings with Caltrans, RCFD & EAWD Design Survey/Basic Mapping P/W Base Mapping Aerial Topography Cross Sections (field) Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Notification of Utilities Field Verification of Potential Conflicts Traffic Studies Geotechnical Investigations Biological CDA Env. Information Form Project Meetings	0	1	\$2,560	\$144,068		
	<b>SUBTOTAL HOURS</b>	0	1				
	<b>SUBTOTAL</b>	\$0	\$80	\$2,560	\$144,068		
2	<b>Plans and Estimates (95%)</b> Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Utility Coordination / Notification Traffic - Signs, Signs, Stripes, and Traffic Control Cost Estimate Cross Section Design (Office)	7	7	\$630	\$129,230		
	<b>SUBTOTAL HOURS</b>	7	7	\$560	\$129,230		
	<b>SUBTOTAL</b>	\$630	\$560	\$2,280	\$129,230		
				<b>REIMBURSABLE EXPENSES</b>		\$2,500	
				<b>ADDITIONAL AS-NEEDED SERVICES</b>		\$27,350	\$303,128
PHASE 2	<b>100% LEVEL COMPLETION</b>						
1	Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signs, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	5	5	\$400	\$80,050		
	<b>SUBTOTAL HOURS</b>	5	5	\$400	\$80,050		
	<b>SUBTOTAL</b>	\$450	\$400	\$2,050	\$80,050		
4	<b>Plans and Estimates (95%)</b> Project Management with meetings Plan Check and Independent PS&E Review Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signs, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	5	5	\$400	\$45,670		
	<b>SUBTOTAL HOURS</b>	5	5	\$400	\$45,670		
	<b>SUBTOTAL</b>	\$450	\$400	\$2,050	\$45,670		
5	<b>Plans and Estimates (100%)</b> Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signs, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications	4	4	\$320	\$23,321		
	<b>SUBTOTAL HOURS</b>	4	4	\$320	\$23,321		
	<b>SUBTOTAL</b>	\$360	\$320	\$1,880	\$23,321		
6	<b>Right of Way Services - 12 Parcels *</b>						

RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

Proactive Engineering Consultants  
1875 California Ave  
Corona CA 92881

Project Management and Coordination 3/4 Data Sheet and Cost Estimate Title Reports Legal and Plat 3/4/ Approval and Acquisition Easement Coordination	11	14				13								28	
SUBTOTAL HOURS	11	44	0	0	84	0	0	0	0	0	0	0	0	80	0
SUBTOTAL	\$1,716	\$5,380	\$0	\$0	\$11,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,486	\$10,880
PHASE 3 BIDDING AND CONSTRUCTION SUPPORT															
2. Bid Package and Construction Support															
Construction Support	1				6										
Bid Support															
Construction Support	6				16										
Questions During Construction															
As-Built Plans	1				3										
GIS/Documentations	1				3										
SUBTOTAL HOURS	9	0	28	45	0	0	39	15	0	0	0	32	17	0	0
SUBTOTAL	\$1,404	\$0	\$3,640	\$5,175	\$0	\$0	\$3,170	\$975	\$0	\$0	\$14,314	\$4,352	\$2,805	\$0	\$0
HOURLY TOTALS	183	65	454	898	110	60	460	107	1			582	150	185	
HOURLY RATE	\$156	\$145	\$130	\$115	\$105	\$700	\$80	\$65	\$5,775	\$195	\$165	\$165	\$165	\$155	
TOTAL LABOR COSTS	\$28,548	\$9,425	\$59,020	\$103,270	\$14,850	\$12,000	\$36,800	\$6,955	\$5,775	\$278,428	\$19,152	\$4,750	\$28,675	\$28,675	
* THIS FEE INCLUDED 12 PROPERTIES, FOR EACH ADDITIONAL ACQUISITION, APPROX. \$12,500 FOR APPRAISAL & ACQUISITION AND \$1,500 FOR LEGAL & PLAT															
GRAND TOTAL - NORTH REACH (FIR TO ALESSANDRO)															

RESOURCE MATRIX  
 Project No. 15-12185820  
**STREET IMPROVEMENTS FOR NASON STREET**  
**NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.**

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

Project Management and Coordination		88	36	12	12	12	12	12	12	12
	RAW Data Sheet and Cost Estimate									
	The Reports									
	435									
	RAW Approval and Assumption									
	Estimator Coordination									
	SUBTOTAL HOURS	0	0	0	0	0	0	0	0	0
	SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$146,785
<b>PHASE 3 BIDDING AND CONSTRUCTION SUPPORT</b>										
	Raw Support									
	Construction Support									
	Questions During Construction									
	As-Built Plans									
	GS&B Documentations									
	SUBTOTAL HOURS	0	0	28	28	0	0	0	0	0
	SUBTOTAL	\$0	\$0	\$2,240	\$7,680	\$0	\$0	\$0	\$0	\$0
	HOURLY TOTALS	14	70	275		124	447	136	12	12
	HOURLY RATE	\$125	\$95	\$80		\$130	\$115	\$105	\$4,865	\$450
	TOTAL LABOR COSTS	\$1,750	\$6,650	\$22,000	\$83,825	\$16,120	\$51,405	\$14,280	\$58,380	\$5,600
	<b>GRAND TOTAL - NORTH REACH (FIR TO ALESSANDRO)</b>									<b>\$146,785</b>

RESOURCE MATRIX

Project No. 15-12185820

STREET IMPROVEMENTS FOR NASON STREET  
NORTH REACH - FROM FIR AVENUE TO ALESSANDRO BLVD.

Proactive Engineering Consultants  
1875 California Ave  
Corona CA 92881

Project Management and Coordination	11	4	4	15	4	4	3	2	3	1	1	40	33
(A) Bid Sheet and Cost Estimate	\$688	\$210	\$80	\$115	\$20	\$750	\$750	\$70	\$400	\$8,596	\$5,247	\$130	\$110
The Reports	\$7,568	\$940	\$320	\$1,725.00	\$2,885	\$730	\$1,430	\$140	\$180	\$9,596	\$5,247	\$5,200	\$3,630
Legal and Plans													
P/W Appraisal and Acquisition													
ESROW Coordination													
SUBTOTAL HOURS													
SUBTOTAL													
<b>PHASE 3 BIDDING AND CONSTRUCTION SUPPORT</b>													
(A) Bid Package and Construction Support													
Construction Support													
Questions During Construction													
As-Built Plans													
GISB Documentations													
SUBTOTAL HOURS													
SUBTOTAL													
<b>HOURLY TOTALS</b>													
HOURLY RATE													
TOTAL LABOR COSTS													
<b>GRAND TOTAL - NORTH REACH (FIR TO ALESSANDRO)</b>													



RESOURCE MATRIX  
Project No. 15-12185820  
STREET IMPROVEMENTS FOR NASON STREET  
SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	PEC										NAI				
		Principal hours	Survey Director hours	Sr. Project Manager hours	Project Engineer hours	Survey Field Coordinator hours	Survey Analyst hours	2-man Crew hours	CAD Tech hours	Clerical hours	Aerial Photo each	SUBTOTAL	Project Admin hours	Principal hours	Associate Principal hours	
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION Project Management with meetings with Caltrans, RCFD & EMWD Design/Survey/Basis Mapping R/W Base Mapping Aerial Topography Cross Sections (field) Civil Feasibility Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification of Potential Conflicts Field Verification of Utilities (potoling and survey) - 4 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	26	9	42	96	10	7	26	47	5	1	42	17	7		
		SUBTOTAL HOURS	\$4,056	\$1,305	\$5,460	\$11,040	\$1,350	\$785	\$5,200	\$3,760	\$2,475	\$35,706	\$5,712	\$2,805	\$1,085	
		12		24					42			24		20	32	
		4		18	72				34			7				
		1		6	12				7			2				
		1		1	5				2			2				
		1		1	2				2			2				
		2		4	10				7			8				
		20		64	150				70			50				
		SUBTOTAL HOURS	\$3,120	\$0	\$8,320	\$17,250	\$0	\$0	\$0	\$5,600	\$520	\$0	\$34,810	\$7,344	\$3,300	\$4,960
PHASE 2	100% LEVEL COMPLETION Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Signs, Stripes, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	12		18				24					16	26		
		2		12	30			6			24					
		1		1	5				2			1				
		1		1	2				2			2				
		5		5	12				5			5				
		1		44	78				37			15				
		15		55,720	\$8,395				\$2,960	\$975	\$0	\$0	\$20,390	\$5,712	\$1,815	\$2,790
		SUBTOTAL HOURS	\$2,340	\$0	\$5,720	\$8,395	\$0	\$0	\$0	\$2,960	\$975	\$0	\$20,390	\$5,712	\$1,815	\$2,790
		7		10					12			12				
		5		5	14				2			5				
1		1	1				1			2						
1		1	2				2			2						
2		2	7				2			2						
2		2	5				2			2						
7		22	34				17			6						
1,092		\$2,860	\$3,910				\$1,360	\$390	\$0	\$0	\$9,612	\$825	\$1,085			
SUBTOTAL HOURS	\$1,092	\$0	\$2,860	\$3,910	\$0	\$0	\$1,360	\$390	\$0	\$0	\$9,612	\$825	\$1,085			
5		6					5			10						
2		2	6				1			12						
1		1	2				1			4						
1		1	4				2			2						
10		10	12				6			2						
5		0	10	12			6			2						
SUBTOTAL HOURS	\$780	\$0	\$1,300	\$1,380	\$0	\$0	\$480	\$130	\$0	\$0	\$4,070	\$2,592	\$660	\$1,085		
6	Right of Way Services - 5 Parcels *															

STREET IMPROVEMENTS FOR NASON STREET  
SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE

URBAN CROSSROADS										
PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	Senior Associate	Senior Engineer	Eng Tech / Admin	Sr. Project Manager	Analyst	Real Estate Support	Appraisal Services	Title Services	SUBTOTAL
		hours	hours	hours	hours	hours	hours	each	each	
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION									
1.	Project Summary/Memorandum Project Management with meetings with Caltrans, RCD & EMWD Design Survey/Basic Mapping DVI Base Mapping Aerial Topography Cross sections Field Civil - Roadway Preliminary Geometrics Preliminary Cost Estimate Preliminary Hydrology/Hydraulic Study Preliminary Utility Coordination Identification/Notification of Utilities Identification of Potential Conflicts Field Verification of Utilities, (potholing and survey) - 4 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	5	30	7						\$625 \$2,850 \$560 \$7,925
	<b>SUBTOTAL HOURS</b>	5	30	7						
	<b>SUBTOTAL</b>	\$625	\$2,850	\$560						\$7,925
2.	Plans and Estimates (95%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Report Traffic - Signals, Sign, Strip, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)		49							
	<b>SUBTOTAL HOURS</b>	0	0	49						\$3,920 \$12,180
	<b>SUBTOTAL</b>	\$0	\$0	\$3,920						\$12,180
PHASE 2	100% LEVEL COMPLETION									
3.	Plans and Estimates (65%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Sign, Strip, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	1		30						
	<b>SUBTOTAL HOURS</b>	1	0	30						\$2,400 \$7,130
	<b>SUBTOTAL</b>	\$125	\$0	\$2,400						\$7,130
4.	Plans and Estimates (95%) Project Management with meetings Plan Check and Independent PS&E Design Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signals, Sign, Strip, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP	0	0	13						
	<b>SUBTOTAL HOURS</b>	0	0	13						\$1,040 \$2,950
	<b>SUBTOTAL</b>	\$0	\$0	\$1,040						\$2,950
5.	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signals, Sign, Strip, and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications	0	0	6						
	<b>SUBTOTAL HOURS</b>	0	0	6						\$480 \$2,225
	<b>SUBTOTAL</b>	\$0	\$0	\$480						\$2,225
6.	Right of Way Services - 5 Parcels									

RESOURCE MATRIX  
Project No. 15-12185820

STREET IMPROVEMENTS FOR NASON STREET  
SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE

PART	DESIGN AND PROJECT MANAGEMENT SERVICES	SAF-R-DIG					BON TERRA					LOR					Project Manager
		Each	Principal hours	Project Manager hours	Clerical hours	SUBTOTAL	Principal hours	Project Engineer hours	Drafting hours	Clerical hours	Field Work unit	Laboratory Testing unit	SUBTOTAL	Principal hours	Project Manager hours		
PHASE 1	ALIGNMENT STUDY AND 85% LEVEL COMPLETION																
1.	Project Management with meetings with Caltrans, RCFD & EMWD Design Survey/Basic Mapping RW Base Mapping Field Topography Cross sections (field) SWM - Roadway Preliminary Geometrics Preliminary Hydrology/Hydraulic Study Preliminary Cost Estimate Preliminary Utility Coordination Identification/Notification of Utilities Identification of Potential Conflicts Field Verification of Utilities (probing and survey) - 4 locations Traffic Studies Geotechnical Investigations Environmental CEQA Env. Information Form Project Meetings	4	2	6	2	7	3	5	1	1	1	1	1	1	1	1	1
	SUBTOTAL HOURS	\$2,752	\$630	\$805	\$160	\$1,595	\$250	\$650	\$70	\$60	\$3,684	\$2,248	\$6,982	\$780	\$440		
2.	Plans and Estimates (85%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signs, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate Cross Section Design (Office)	4	3	7	2	2	1	5	1	1	1	1					
	SUBTOTAL HOURS																
PHASE 2	100% LEVEL COMPLETION																
3.	Plans and Estimates (85%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signs, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP																
	SUBTOTAL HOURS																
4.	Plans and Estimates (85%) Project Management with meetings Plan Check and Plan Check Coordination Civil - Roadway and Geometrics Drainage - Plans Drainage - Report Traffic - Signs, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate and Specifications SWPPP and WQMP																
	SUBTOTAL HOURS																
5.	Plans and Estimates (100%) Project Management with meetings Plan Review and Approval Civil - Roadway and Geometrics Drainage - Plans Traffic - Signs, Signs, Stripe, and Traffic Control Utility Coordination / Notification Cost Estimate & Specifications																
	SUBTOTAL HOURS																
6.	Right of Way Services - 3 Parcels *																
	SUBTOTAL HOURS																



RESOURCE MATRIX

Project No. 15-12185820

STREET IMPROVEMENTS FOR NASON STREET  
SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE

Proactive Engineering Consultants  
1875 California Ave  
Corona CA 92881

PART 1	DESIGN AND PROJECT MANAGEMENT SERVICES	SI	Designer	Est Tech	SUBTOTAL		TASK SUBTOTAL	PHASE SUBTOTAL	PHASE TOTAL
					hours	hours			
PHASE 1	ALIGNMENT STUDY AND 35% LEVEL COMPLETION								
	1. Project Management with meetings with Caltrans, RCFO & EMWD								
	Design Survey/Basic Mapping								
	AV Base Mapping								
	Arb/Topography								
	Cross Sections (Field)								
	City - Roadway								
	Preliminary Geometrics								
	Preliminary Cost Estimate								
	Preliminary Hydrology/Hydraulic Study								
	Preliminary Utility Coordination								
	Identification/Notification of Utilities								
	Field Verification of Utilities (potholing and survey) - 4 locations	1							
	Traffic Studies								
	Geotechnical Investigations								
	Environmental								
	CEQA Env. Information Form								
	Project Meetings								
	<b>SUBTOTAL HOURS</b>	<b>1</b>	<b>\$80</b>	<b>0</b>	<b>\$0</b>	<b>\$1,310</b>	<b>\$61,962</b>		
2.	Plans and Estimates (95%)								
	Project Management with meetings								
	Plan Check and Plan Check Coordination								
	Civil - Roadway and Geometrics								
	Drainage - Plans								
	Drainage - Report								
	Traffic - Signals, Signs, Stripes and Traffic Control								
	Utility Coordination / Notification	3		3					
	Cost Estimate								
	Cross Section Design (Office)								
	<b>SUBTOTAL HOURS</b>	<b>3</b>	<b>\$70</b>	<b>3</b>	<b>\$240</b>	<b>\$1,100</b>	<b>\$55,434</b>	<b>\$117,396</b>	<b>\$1,000</b>
								<b>\$11,739</b>	
									<b>\$130,135</b>
PHASE 2	100% LEVEL COMPLETION								
	3. Plans and Estimates (95%)								
	Project Management with meetings								
	Plan Check and Plan Check Coordination								
	Civil - Roadway and Geometrics								
	Drainage - Plans								
	Drainage - Report								
	Traffic - Signals, Signs, Stripes and Traffic Control								
	Utility Coordination / Notification	2		2					
	Cost Estimate and Specifications								
	SWPPP and WQMP								
	<b>SUBTOTAL HOURS</b>	<b>2</b>	<b>\$180</b>	<b>2</b>	<b>\$160</b>	<b>\$820</b>	<b>\$34,052</b>		
4.	Plans and Estimates (95%)								
	Project Management with meetings								
	Plan Check and Independent PS&E Review								
	Civil - Roadway and Geometrics								
	Drainage - Plans								
	Drainage - Report								
	Traffic - Signals, Signs, Stripes and Traffic Control								
	Utility Coordination / Notification	2		2					
	Cost Estimate and Specifications								
	SWPPP and WQMP								
	<b>SUBTOTAL HOURS</b>	<b>2</b>	<b>\$180</b>	<b>2</b>	<b>\$160</b>	<b>\$820</b>	<b>\$19,094</b>		
5.	Plans and Estimates (100%)								
	Project Management with meetings								
	Plan Review and Approval								
	Civil - Roadway and Geometrics								
	Drainage - Plans								
	Traffic - Signals, Signs, Stripes and Traffic Control								
	Utility Coordination / Notification	2		2					
	Cost Estimate & Specifications								
	<b>SUBTOTAL HOURS</b>	<b>2</b>	<b>\$180</b>	<b>2</b>	<b>\$160</b>	<b>\$820</b>	<b>\$10,107</b>		
6.	Right of Way Services - 5 Parcels								



**RESOURCE MATRIX**  
**Project No. 15-12185820**  
**STREET IMPROVEMENTS FOR NASON STREET**  
**SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE**

Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

Project Management and Coordination	38	15	186	58	5	5	5	5	5
R/W Data Sheet and Cost Estimate									
The Reports									
Legal and Plans									
R/W Approval and Acquisition									
Electrical Submittals									
<b>SUBTOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PHASE 3 - BIDDING AND CONSTRUCTION SUPPORT</b>									
Bid Package and Construction Support									
Construction Support									
Operations During Construction									
As-Built Plans									
GASB Documentations									
<b>SUBTOTAL HOURS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>HOURLY TOTALS</b>	<b>6</b>	<b>117</b>	<b>53</b>	<b>191</b>	<b>58</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>5</b>
<b>HOURLY RATE</b>	<b>\$125</b>	<b>\$95</b>	<b>\$130</b>	<b>\$115</b>	<b>\$105</b>	<b>\$4,865</b>	<b>\$4,865</b>	<b>\$4,865</b>	<b>\$4,865</b>
<b>TOTAL LABOR COSTS</b>	<b>\$750</b>	<b>\$2,850</b>	<b>\$6,890</b>	<b>\$21,965</b>	<b>\$6,090</b>	<b>\$24,325</b>	<b>\$24,325</b>	<b>\$24,325</b>	<b>\$24,325</b>
<b>GRAND TOTAL - SOUTH REACH/ALESSANDRO TO CACTUS &amp; PLAT</b>									<b>\$62,020</b>

RESOURCE MATRIX  
 Project No. 15-12185820

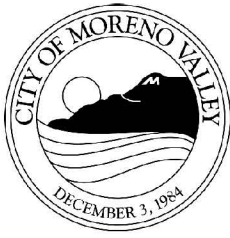
Proactive Engineering Consultants  
 1875 California Ave  
 Corona CA 92881

STREET IMPROVEMENTS FOR NASON STREET  
 SOUTH REACH - ALESSANDRO BLVD. TO CACTUS AVENUE

Task	SUBTOTAL HOURS								SUBTOTAL COSTS							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
<b>Project Management and Coordination</b>																
R/W Data Sheet and Cost Estimate																
Title Reports																
Legal and Plats																
R/W Approval and Acquisition																
Exhibit Coordination																
<b>SUBTOTAL HOURS</b>																
<b>PHASE 3 - BIDDING AND CONSTRUCTION SUPPORT</b>																
Bid Package and Construction Support																
Bid Support																
Construction Support																
Questions During Construction																
As-Built Plans																
GRAB Documentations																
<b>SUBTOTAL HOURS</b>																
<b>HOURLY TOTALS</b>																
HOURLY RATE																
<b>TOTAL LABOR COSTS</b>																
<b>GRAND TOTAL - SOUTH REACH (ALESSANDRO TO CACTUS)</b>																



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVAL OF RESOLUTION NO. 2011-116 ADOPTING AN INTERNAL COMPLIANCE PROGRAM (ICP) GOVERNING MORENO VALLEY UTILITY'S COMPLIANCE WITH NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION (NERC) RELIABILITY STANDARDS APPLICABLE TO ALL USERS, OWNERS, AND OPERATORS OF THE BULK POWER SYSTEM.

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-116 and the attached Internal Compliance Program governing Moreno Valley Utility's compliance with NERC Reliability Standards applicable to all users, owners, and operators of the bulk power system and authorizing the Public Works Director and/or City Engineer to make certain revisions to the program.

### **BACKGROUND**

Moreno Valley Utility is registered with the Western Electricity Coordinating Council (WECC) and NERC as a Distribution Provider, Load-Serving Entity and Resource Planner because the utility meets certain criteria established by NERC which requires adherence to applicable reliability standards.

NERC was founded in 1968 by representatives of the electric utility industry for the purpose of developing and promoting voluntary compliance with rules and protocols for the reliable operation of the bulk power electric transmission systems of North America. The bulk power system is generally facilities operated at 100 kV or higher and is defined as "facilities and control systems necessary for operating an interconnected electric energy transmission network..." FPA § 215(a)(1). Upon the passage of the U.S. Energy

Policy Act of 2005, which called for the creation of an international “electric reliability organization”, NERC revised its entire set of reliability standards which moved from voluntary to mandatory. Organizations responsible for knowing the content of and complying with the Reliability Standards are all users, owners, and operators of the bulk power system. FPA § 215(b)(1).

## **DISCUSSION**

WECC is responsible for coordinating and promoting electric system reliability for the Western Interconnection, which includes the City of Moreno Valley. WECC has filed with NERC, as part of its Delegation Agreement, a Compliance Monitoring and Enforcement Program and will monitor, assess, and enforce compliance with Federal Energy Regulatory Commission (FERC) approved NERC Reliability Standards and WECC Regional Reliability Standards for each Registered Entity for standards that are applicable to functions for which they are registered.

FERC can independently enforce the Reliability Standards with penalties and sanctions. Penalties include fines ranging from \$1,000 to \$1 million per violation per day, depending on factors such as the level of risk to the bulk electric system created by the violation. Under FPA § 215(e)(6), penalties for violating the Reliability Standards must be reasonably related “to the seriousness of the violation and must take into consideration efforts by the user, owner, or operator to remedy the violation in a timely manner.”

In FERC’s Policy Statement on Enforcement, FERC views internal compliance as an important proactive tool. When FERC is considering enforcement action and penalties, it will consider several factors that include, but are not limited to, whether the company has an established, formal program for internal compliance which is well documented, widely disseminated within the company, and has the support of senior management and a defined budget for compliance efforts and activities. FERC encourages companies to create a compliance position with independent access to the chief executive officer. The Electric Utility Division Manager is identified in the ICP as the responsible party for compliance efforts and activities.

To ensure that Moreno Valley Utility sustains a strong atmosphere of compliance with respect to the Reliability Standards, MVU has developed an Internal Compliance Program to document general policies, procedures, and guidelines related to MVU’s compliance with the Reliability Standards. The ICP provides for the delegated authority including the following:

- Overall responsibility for MVU’s ICP resides with the Electric Utility Division Manager, and the Sr. Electrical Engineer shall have day-to-day operational responsibility of the ICP.
- The ICP shall also be approved by the Public Works Director and/or City Engineer, City Manager, and City Council. Substantive modifications to the ICP that are necessary to comply with additional or revised FERC, NERC, and/or



WECC regulations shall be approved by the Public Works Director and/or City Engineer and the City Attorney's office.

- Substantive modifications to the ICP, other than those that are necessary to comply with additional or revised FERC, NERC, and/or WECC requirements shall require approval of the City Council.
- If notified of an actual or potential violation of applicable Reliability Standards, the Sr. Electrical Engineer shall investigate the circumstances surrounding the alleged violation (or supervise the investigation thereof) and prepare a report. The report of the alleged violation shall be provided to the Electric Utility Division Manager, the Public Works Director and/or City Engineer, the City Attorney's office, the City Manager, and at the recommendation of the City Manager and the City Attorney, the Moreno Valley City Council of the report.
- In the event that an actual or potential violation of applicable Reliability Standards is brought to the attention of the Sr. Electrical Engineer, whether through internal compliance monitoring processes (such as review of Reliability Standards Compliance Procedures and related documentation or internal compliance reviews, for example) or via a communication from WECC or NERC (such as a notice of violation, a notice of investigation, or similar type of communication), the Sr. Electrical Engineer shall immediately notify the Electric Utility Division Manager. The Electric Utility Division Manager shall notify the Public Works Director and/or City Engineer in order to inform the City Manager, City Attorney, and potentially the Moreno Valley City Council of the actual or potential violation.
- If a final penalty or sanction (i.e., financial liability or other obligations inuring to MVU that reflects either the outcome of settlement negotiations involving MVU and WECC, NERC, or FERC or the result of investigation and dispute resolution processes administered by WECC, NERC, or FERC) is assessed, the Public Works Director and/or City Engineer, in consultation with the City Attorney's office, shall notify the Moreno Valley City Council.

The Public Works Director and/or City Engineer will report to the City Council as provided in MVU's ICP including periodic updates regarding MVU's compliance activities.

### **ALTERNATIVES**

1. Approve Resolution No. 2011-116 adopting the Internal Compliance Program governing Moreno Valley Utility's compliance with NERC Reliability Standards applicable to all users, owners, and operators of the bulk power system. *The adoption of the ICP will ensure compliance with mandatory Federal Reliability Standards that have been established to maintain the reliable operation of the bulk power electric transmission systems of North America. .*
2. Do not approve Resolution No. 2011-116 adopting the Internal Compliance Program governing MVU's compliance with NERC Reliability Standards. *The City would be considered non-compliant with Federal Reliability Standards and could potentially face penalties and sanctions.*

**FISCAL IMPACT**

At this time, the cost of adopting the proposed Internal Compliance Program and adhering to NERC standards is estimated to be \$15,000 per fiscal year, for expenses related to special counsel whose expertise is in the area of NERC Reliability Standard compliance and FERC proceedings. Budget is available in Business Unit 601.60110.6256.

**CITY COUNCIL GOALS**

**POSITIVE ENVIRONMENT:**

The reliable operation of the City’s electric distribution system will foster a positive environment and potentially help contribute to the development of the City’s future.

**NOTIFICATION**

Posting of Agenda

**ATTACHMENTS**

Attachments: *Resolution No. 2011-116 and MVU’s Internal Compliance Program*

Prepared By:  
Jeannette Olko  
Electric Utility Division Manager

Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

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

RESOLUTION NO. 2011-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A MORENO VALLEY UTILITY INTERNAL COMPLIANCE PROGRAM TO ENSURE COMPLIANCE WITH THE NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION RELIABILITY STANDARDS AND AUTHORIZING THE PUBLIC WORKS DIRECTOR AND/OR CITY ENGINEER TO MAKE CERTAIN REVISIONS TO THE PROGRAM

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, pursuant to the Energy Policy Act of 2005 ("Act"), the Federal Energy Regulatory Commission ("FERC") has designated the North American Electric Reliability Corporation ("NERC") as the national Electric Reliability Organization ("ERO") and approved national Reliability Standards; and

WHEREAS, under the Act, FERC rulings, and NERC rules and guidelines, Moreno Valley Utility as a user, owner, and operator of the bulk power system must comply with the Reliability Standards; and

WHEREAS, MVU, under FERC rulings and NERC rules and guidelines, is subject to periodic audits and can incur sanctions and penalties ranging from \$1,000 to \$1 million per day violation if it fails to comply with the Reliability Standards; and

WHEREAS, in its Policy Statement on Enforcement ("Policy Statement") of the Reliability Standards published on October 20, 2005, FERC has stated that an internal compliance program is an important tool in ensuring compliance and will be considered a mitigating factor in the assessment of sanctions and penalties; and

Resolution No. 2011-116  
Date Adopted: December 13, 2011

WHEREAS, to ensure a maximum level of compliance with the Reliability Standards, MVU has developed an Internal Compliance Program to document general policies, procedures, and guidelines related to its compliance with the Reliability Standards.

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

1. The City Council hereby adopts the Internal Compliance Program, which establishes internal policies, procedures, and guidelines designed to ensure compliance with the FERC-promulgated NERC Reliability Standards.
2. The Public Works Director and/or City Engineer is authorized to make non-substantive modifications to the Internal Compliance Program, as well as modifications necessary to comply with additional or revised Reliability Standards.
3. This resolution and the authority granted to the Public Works Director and/or City Engineer, as detailed in the attached Internal Compliance Program, shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 13th day of December 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Resolution No. 2011-116  
Date Adopted: December 13, 2011

**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE       ) ss.  
CITY OF MORENO VALLEY     )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-116 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of December, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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CITY CLERK

Resolution No. 2011-116  
Date Adopted: December 13, 2011

(SEAL)

Resolution No. 2011-116  
Date Adopted: December 13, 2011



**CITY OF MORENO VALLEY**  
**ELECTRIC UTILITY**

**NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION-**  
**WESTERN ELECTRICITY COORDINATING COUNCIL**

**INTERNAL COMPLIANCE PROGRAM**

Adopted:  
Amended:

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**A. PURPOSE**

The purpose of Moreno Valley Utility's (MVU) Internal Compliance Program (ICP) is to ensure that MVU sustains a strong atmosphere of compliance with respect to the Reliability Standards (the Reliability Standards) that have been promulgated by the North American Electric Reliability Corporation (NERC) and the Western Electricity Coordinating Council (WECC) and subsequently approved and allowed to become effective by the Federal Energy Regulatory Commission (FERC). MVU has made a commitment to invest the necessary resources to implement and maintain a robust and effective ICP as documented below.

The ICP documents general policies, procedures, and guidelines related to MVU's compliance with the Reliability Standards. It delineates overall compliance responsibilities, describes various internal compliance monitoring and enforcement measures, and provides for training to ensure that compliance responsibilities are thoroughly understood by MVU personnel involved with compliance matters.

Questions regarding the ICP should be relayed to the Sr. Electrical Engineer; or, in his absence, the Electric Utility Division Manager.

**B. SCOPE**

MVU is registered with WECC and NERC as a **Distribution Provider, Load-Serving Entity, and Resource Planner**.<sup>1</sup> It is the policy of MVU to comply and document compliance with all Reliability Standards that apply to these three functional categories.

<sup>1</sup>**Distribution Provider ("DP")**: Provides and operates the "wires" between the transmission system and the end-use customer. For those end-use customers who are served at transmission voltages, the Transmission Owner also serves as the DP. Thus, the DP is not defined by a specific voltage, but rather as performing the Distribution function at any voltage.

**Load-Serving Entity ("LSE")**: Secures energy and transmission service (and related interconnected operations services) to serve the electrical demand and energy requirements of its end-use customers.

**Resource Planner ("RP")**: The entity that develops a long-term (generally one year and beyond) plan for the resource adequacy of specific loads (customer demand and energy requirements) within a Planning Authority area.

## **C. ORGANIZATION AND STRUCTURE**

### **1. Internal Compliance Program**

Overall responsibility for MVU's ICP resides with the Electric Utility Division Manager, who shall be knowledgeable about the content and operation of the ICP, shall perform his/her assigned duties consistent with the exercise of due diligence, and shall promote an organizational culture that encourages a commitment to compliance with the law. The Electric Utility Division Manager shall review and approve the ICP.

The Sr. Electrical Engineer, supervised by the Electric Utility Division Manager, shall have day-to-day operational responsibility for the ICP. For the purposes of the ICP, the Sr. Electrical Engineer shall have adequate resources and appropriate authority as delegated herein to provide independent oversight for all activities related to the implementation of the ICP.

This ICP shall also be approved by the Public Works Director and/or City Engineer, the City Manager, and the Moreno Valley City Council. Substantive modifications to the ICP that are necessary to comply with additional or revised FERC, NERC, and/or WECC regulations shall be approved by the Public Works Director and/or City Engineer and the City Attorney's Office. Other substantive modifications shall be approved by the Moreno Valley City Council.

In connection with his or her responsibility for oversight of all activities related to the implementation of the ICP, the Electric Utility Division Manager, working in conjunction with appropriate Utility and/or City staff members, shall provide periodic written reports to the Public Works Director and/or City Engineer regarding the implementation of the ICP. The Public Works Director and/or City Engineer shall provide semi-annual updates regarding MVU's compliance activities to the City Manager and to the Moreno Valley City Council.

### **2. Reliability Standard Compliance Policies**

The Sr. Electrical Engineer is responsible for overseeing the implementation of MVU's NERC Reliability Standard Compliance Policies ("RSCPs"), a form of which is attached hereto as Exhibit B, including administration of and documentation maintenance activities ancillary to each RSCP, such as (i) drafting and/or reviewing, in consultation with appropriate Utility and/or contract personnel, the RSCPs, (ii) obtaining the Electric Utility Division Manager's approval of the RSCPs, and (iii) internal distribution and filing of RSCPs.

### **3. Communications and Documentation**

The Sr. Electrical Engineer shall be the primary compliance contact for purposes of NERC and WECC communications and shall be responsible for disseminating compliance-related communications and information to MVU management and staff as needed and appropriate. The Sr. Electrical Engineer shall also be primarily responsible for preparing responses and compiling evidence in response to NERC/WECC requests for information (or the delegation thereof) and shall prepare MVU's responses to self-certifications, spot-check letters, and similar compliance monitoring and enforcement activities by NERC/WECC, in consultation with the City Attorney's Office. The Electric Utility Division Manager is responsible for certifying and submitting final responses, including but not limited to, compliance certification statements to NERC/WECC.



#### **4. Internal Meetings**

At least quarterly, internal meetings shall be initiated by the Sr. Electrical Engineer to discuss current issues and routine matters regarding the Reliability Standards. Attendees shall include utility staff, pertinent contract personnel, and, where appropriate, a representative from the City Attorney's Office.

#### **D. PROCEDURES**

MVU has developed an approved RSCP for each applicable Reliability Standard. The RSCPs describe procedures that MVU will follow to ensure compliance with the Reliability Standards. Complete and current RSCPs and the ICP are maintained, updated, and distributed by the Sr. Electrical Engineer. Electronic copies are located on the utility's shared drive (W:\Electric Utility\Legislative & Regulatory\NERC) and are available to all MVU personnel, unless the need for security or confidentiality protections requires limitations on the availability of certain documents, in which case the Sr. Electrical Engineer shall, in consultation with the Electric Utility Division Manager, determine appropriate safeguards to apply. Binders containing a complete set of the RSCPs and the Reliability Standards, in addition to a copy of the ICP, shall be located where they are accessible to Utility personnel. The Sr. Electrical Engineer is responsible for maintaining and updating these documents.

#### **E. TRAINING**

The Sr. Electrical Engineer shall verify that all MVU personnel, consultants, and contractors have received appropriate training to ensure that the Reliability Standards and the respective responsibilities of MVU personnel, consultants, and contractors related to Standards are clearly understood. The Sr. Electrical Engineer shall keep written records of this training, including attendance, and shall provide documentation, including copies of any materials distributed at the training, to the Electric Utility Division Manager. Training for Utility personnel directly responsible for compliance with the Reliability Standards is to be conducted as necessary and at least once annually.

Overview and awareness training regarding the ICP and the Reliability Standards is mandatory for all appropriate Utility personnel and will be conducted annually. The Sr. Electrical Engineer shall be responsible for developing and providing (or arranging for) the overview and awareness training and verifying that appropriate MVU personnel attend the training.

Consultants and contractors shall receive training appropriate to their duties and responsibilities. MVU employees, consultants, and contractors not involved in activities related to the Reliability Standards will not be required to attend training.

#### **F. REVIEW**

On at least a semi-annual basis or more frequently if necessary due to FERC, NERC or WECC actions, the ICP and RSCPs shall be reviewed. The semi-annual review shall include an assessment of whether the ICP and RSCP(s) are complete and tailored to the applicable requirements of the corresponding Reliability Standard. Such review is evidenced by various methods including, but not limited to, the Revision History Log or the version tracking within each RSCP, minutes of the internal meetings and records of internal compliance reviews, to the extent not subject to applicable legal privileges.

RSCPs that are modified shall be reviewed and approved by the Electric Utility Division Manager, the Public Works Director and/or City Engineer and if appropriate, the City Attorney's Office. In addition, substantive modifications to the ICP, other than those that are necessary to comply with additional or revised FERC, NERC, and/or WECC requirements, shall also be approved by the Moreno Valley City Council.

The Sr. Electrical Engineer shall (i) distribute and file the updated versions of the ICP and RSCP(s), and (ii) maintain and update Exhibit C – RSCP Revision History Log, which shall include a listing of each RSCP, the date it was initially approved and each date on which it was revised.

Immediate reviews (outside of the semi-annual cycle) of the RSCPs and/or the ICP may be conducted by the Sr. Electrical Engineer or Electric Utility Division Manager in consultation with appropriate Utility and/or contract personnel. Circumstances that could trigger an immediate review of an RSCP or the ICP include, but are not limited to, the following: (i) FERC approval of revisions to an existing Reliability Standard; (ii) approval, by FERC, of a new interpretation of an existing Reliability Standard; (iii) issuance, by WECC, of a Notice of Alleged Violation; (iv) submittal, by MVU, of an Exception Report; (v) self-reporting, by MVU, of an actual or potential violation, or (vi) when the findings of an internal compliance review warrant such.

If an event occurs that results in the need to immediately review a RSCP or the ICP, the Sr. Electrical Engineer, with the assistance of appropriate MVU staff, consultants or contractors, and, if necessary, the City Attorney's Office, shall prepare a report describing the details of the event and making recommendations, which may include, for example, modification to the RSCP with appropriate documentation, additional training, or changes in reporting, testing or procedures. If the review was triggered by an actual or potential violation of applicable Reliability Standards, the report shall include the elements described below under the heading "Actual or Potential Reliability Standards Violations."

#### **G. INTERNAL COMPLIANCE REVIEWS**

The Sr. Electrical Engineer shall establish a self-assessment schedule and procedure to verify that Utility and/or contract personnel are fully complying with the Reliability Standards and are generating documentation germane to existing RSCPs and related policies, procedures, and/or guidelines are effective means of ensuring ongoing compliance. Self-assessment procedures may include, but are not limited to, requests for required reports, review of retained documents, and independent verification of testing and results.

Internal compliance reviews shall be conducted on an annual cycle and may be performed by or through the staff of a neighboring utility or outside consultants with expertise in Reliability Standards compliance, in addition to MVU or City personnel not routinely involved in substantive compliance matters.

#### **H. ACTUAL OR POTENTIAL RELIABILITY STANDARDS VIOLATIONS**

##### **1. Self-Reporting**

In the event that possible or potential violations of Reliability Standards are reported anonymously or discovered by MVU personnel or contract personnel, such possible or potential violations shall immediately be brought to the attention of the Electric Utility Division Manager,

who shall immediately inform the Public Works Director and/or City Engineer and the City Attorney's Office.

The Sr. Electrical Engineer, in consultation with the Electric Utility Division Manager, the Public Works Director/City Engineer, and the City Attorney's Office, shall immediately review the Reliability Standard(s) that may have been violated to determine if a violation has occurred or is occurring. If so, the Sr. Electrical Engineer shall submit to WECC a self-report (via the process established by WECC for the submittal of self-reports). If it is clear that a violation has occurred or is continuing to occur, MVU shall take reasonable steps to correct the problem; a mitigation plan shall be prepared and submitted along with the self-report or shortly thereafter.

In all instances, City staff involved in self-reporting the violation shall cooperate with WECC with respect to any inquiries, investigations, or other processes occurring as a result of the self-report.

MVU personnel may report potential or actual violations to their immediate supervisor or seek guidance from the Sr. Electrical Engineer and/or Electric Utility Division Manager without fear of retaliation. MVU encourages Utility personnel to report all potential or actual violations in accordance with the procedures set forth herein.

## **2. Reports**

If notified of an actual or potential violation of applicable Reliability Standards, the Sr. Electrical Engineer shall investigate the circumstances surrounding the alleged violation (or supervise the investigation thereof) and prepare a report for any actual or potential violation for which there is a reasonable basis for concluding that a violation is or may be occurring. The report of the alleged violation shall be provided to the Electric Utility Division Manager. The Electric Utility Division Manager shall notify the City Attorney's Office, the Public Works Director/City Engineer, the City Manager, and, at the recommendation of the City Manager and City Attorney, the Moreno Valley City Council of the report. The report shall include the following:

- The details of the actual or potential violation and actions taken or to be taken to remedy the violation (if there appears to be a reasonable basis for concluding that a violation is occurring), including modification to the RSCPs, additional training, or changes in reporting, testing or procedures.
- A discussion of whether the alleged violation was caused by MVU personnel and, if so, whether the conduct, action, or omission to act that resulted in an alleged violation should lead to remedial measures, such as additional training, or disciplinary action up to and including termination of employment. This section of the report shall be treated as confidential and shall be handled in accordance with the City of Moreno Valley Personnel Policy and Procedures and in consultation with the City of Moreno Valley Human Resources Department.
- Recommendations regarding a general course of action beyond immediate remedial actions which may consist of engaging in settlement negotiations with WECC, NERC, and/or FERC related to the alleged violation, disputing the alleged violation or proposed penalty, implementing a plan to mitigate the violation (if one has not been implemented already), or taking other actions, consistent with applicable procedural rules and processes administered by WECC, NERC, and FERC. Self-reporting, development of mitigation plans, making exception reports, and/or responding to other requests for

information related to the alleged violation shall not be delayed pending the reports to the City Council.

### **3. Notifications**

In the event that an actual or potential violation of applicable Reliability Standards is brought to the attention of the Sr. Electrical Engineer, whether through internal compliance monitoring processes (such as review of RSCPs and related documentation or internal compliance reviews, for example) or via a communication from WECC or NERC (such as a notice of violation, a notice of investigation, or similar type of communication), the Sr. Electrical Engineer shall immediately notify the Electric Utility Division Manager. The Electric Utility Division Manager shall notify the Public Works Director and/or City Engineering order to inform the Moreno Valley City Council of the actual or potential violation.

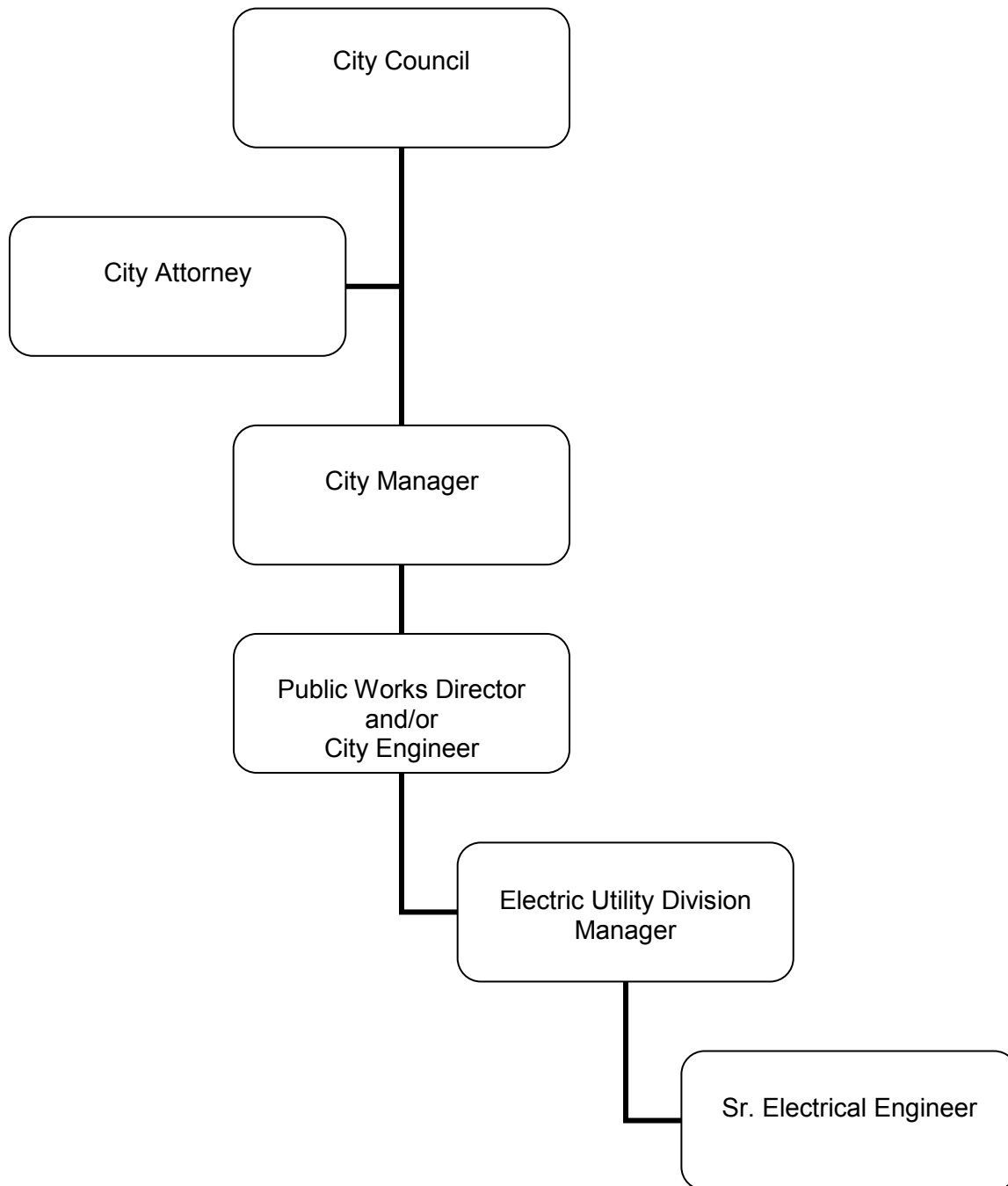
For notification purposes, WECC requires a “CEO (or equivalent) Contact” role be identified and added to the WECC web portal. This is a new role and should be assigned to the Chief Executive Officer or equivalent within the organization. This role shall be assigned to the Public Works Director/City Engineer.

### **4. Penalty Determinations**

If a final penalty or sanction (*i.e.*, financial liability or other obligations inuring to MVU that reflects either the outcome of settlement negotiations involving MVU and WECC, NERC, or FERC or the result of investigation and dispute resolution processes administered by WECC, NERC, or FERC) is assessed, the Public Works Director/City Engineer, in consultation with the City Attorney’s Office and City Manager’s Office shall notify the Moreno Valley City Council.


**EXHIBIT A**  
**MORENO VALLEY UTILITY**  
**INTERNAL COMPLIANCE PROGRAM**  
**Organizational Chart**

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## EXHIBIT B

### MORENO VALLEY UTILITY INTERNAL COMPLIANCE PROGRAM Reliability Standard Compliance Policy (“RSCP”) (sample)

	<b>CITY OF MORENO VALLEY PUBLIC WORKS DEPARTMENT/ ELECTRIC UTILITY DIVISION</b>
NERC RS: BAL-005-0.1b MVU Policy Version: 1	<b>NERC RELIABILITY STANDARD COMPLIANCE POLICY</b>
	<b>Automatic Generation Control</b>

**Background:** Moreno Valley Utility (MVU) is registered with the Western Electricity Coordinating Council (WECC) and the North American Electric Reliability Corporation (NERC) as a **Distribution Provider, Load-Serving Entity, and Resource Planner**. It is the policy of MVU to comply with reliability standards promulgated by the WECC and the NERC, as subsequently approved and allowed to become effective by the Federal Energy Regulatory Commission (FERC). Any conflict between this MVU Compliance Policy and the applicable NERC and/or WECC reliability standard(s) shall be resolved in favor of the NERC/WECC reliability standard(s).

**References:** BAL-005-0.1b – Automatic Generation Control

**Purpose:** “This standard establishes requirements for Balancing Authority Automatic Generation Control (AGC) necessary to calculate Area Control Error (ACE) and to routinely deploy the Regulating Reserve. The standard also ensures that all facilities and load electrically synchronized to the Interconnection are included within the metered boundary of a Balancing Area so that balancing of resources and demand can be achieved.”

**Applicability:** The referenced NERC Reliability Standard is specifically applicable to MVU as a Load-Serving Entity.

**Moreno Valley Utility Policy:** MVU, as a registered Load Serving Entity, is subject to Requirement 1.3 of Reliability Standard BAL-005-0.1b (*Automatic Generation Control*). Requirement 1.3 provides that “Each Load-Serving Entity with load operating in an Interconnection shall ensure that those loads are included within the metered boundaries of a Balancing Authority Area.”

MVU is in the California ISO’s Balancing Authority Area, based on the fact that it is electrically connected radially off two substations (owned and operated by Southern California Edison Company) within the California ISO’s Balancing Authority Area and there is no intertie metering between Moreno Valley and the two referenced substations. Attached is a letter from the California ISO documenting this statement.

**Noncompliance:** Actual or anticipated failure to adhere to this City of Moreno Valley Policy, or the underlying WECC or NERC standard, shall be immediately reported to the Sr. Electrical Engineer and/or Electric Utility Division Manager.

**Record Retention:** All written and electronic records related to compliance with this policy shall be retained for the greater of the period required by the (i) City of Moreno Valley Record Retention Policy, (ii) Western Electricity Coordinating Council, or (iii) North American Electric Reliability Corporation.

**Attachment:** NERC Reliability Standard BAL-005-0.1b

Reviewed:	Approved:	Date:
Jeannette Olko	Rick Hartmann	
Electric Utility Division Manager	Interim Public Works Director	

VERSION HISTORY

VERSION	DATE	CHANGE TRACKING
1	10/01/2011	Effective Date

**EXHIBIT C**

**MORENO VALLEY UTILITY  
Reliability Standard Compliance Policy  
Revision History Log  
(Sample)**

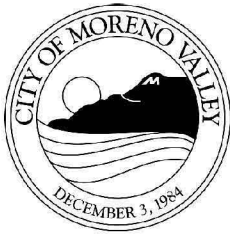
**VERSION HISTORY**      **10/01/2011**

<b>MVU RELIABILITY STANDARD COMPLIANCE POLICY</b>	<b>VERSION</b>	<b>DATE</b>	<b>CHANGE TRACKING</b>
BAL-005-0.1b	1	10/01/2011	
CIP-001-2a	1	10/01/2011	
CIP-002-3	1	10/01/2011	
CIP-003-3	1	10/01/2011	
EOP-002-3	1	10/01/2011	
EOP-004-1	1	10/01/2011	
FAC-002-1	1	10/01/2011	
IRO-001-1.1	1	10/01/2011	
IRO-005-3a	1	10/01/2011	
IRO-010-1a	1	10/01/2011	
MOD-004-1	1	10/01/2011	
MOD-010-0	1	10/01/2011	
MOD-012-0	1	10/01/2011	
MOD-017-0.1	1	10/01/2011	
MOD-018-0	1	10/01/2011	
MOD-019-0.1	1	10/01/2011	
MOD-020-0	1	10/01/2011	
MOD-021-1	1	10/01/2011	
PRC-004-1	1	10/01/2011	
PRC-005-1	1	10/01/2011	
PRC-007-0	1	10/01/2011	



PRC-008-0	1	10/01/2011
PRC-009-0	1	10/01/2011
PRC-010-0	1	10/01/2011
PRC-011-0	1	10/01/2011
PRC-015-0	1	10/01/2011
PRC-016-0.1	1	10/01/2011
PRC-017-0	1	10/01/2011
PRC-021-1	1	10/01/2011
PRC-022-1	1	10/01/2011
PRC-023-1	1	10/01/2011
TOP-001-1	1	10/01/2011
TOP-002-2a	1	10/01/2011
VAR-001-2	1	10/01/2011

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director

**AGENDA DATE:** December 13, 2011

**TITLE:** RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2010-2011

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006; and
2. Approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees.

### **BACKGROUND**

Government Code Section 66006 requires municipalities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year; receipts; disbursements; interest earned and any other income; a description of how the fees were expended during the past year; and any refunds or allocations pursuant to Government Code Section 66001(f). If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State law requires that the City refund the unused, uncommitted fees. The City's report contains no such instances of unexpended and uncommitted Development Impact Fees.

## **DISCUSSION**

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2011. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end.

This report does not include any findings for unexpended, uncommitted fees. All funds collected and held by the City as of June 30, 2011 within each of the 14 respective Development Impact Fee funds are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 22, 2010.

This report, however, does make a finding for continuing to hold previously collected development impact fees. This finding is supported by fact that all fees collected and held by the City as of June 30, 2011 are designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on October 25, 2005, and the Capital Improvement Plan approved by the City Council on June 22, 2010.

## **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. ***Staff recommends this alternative.***
2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. ***Staff does not recommend this alternative in that this action could result in the need to refund unexpended fees such that projects and debt service intended to be funded through these fees would be left without a funding source.***

## **FISCAL IMPACT**

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

**CITY COUNCIL GOALS**

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

**Public Facilities and Capital Projects.** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**SUMMARY**

Government Code Section 66006 requires municipalities that impose impact fees to render an annual accounting of such fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees that are unexpended or uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS/EXHIBITS**

Attachment 1 - Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2011

Prepared By:  
Brooke McKinney  
Treasury Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

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

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**City of Moreno Valley  
Annual Report on Development Impact Fees  
For the Fiscal Year Ended June 30, 2011**

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2011 is hereby presented to the City Council for review and approval.

Fund Number Fund Name	Beginning Fund Balance July 1, 2010	Receipts	Disbursements	Ending Fund Balance June 30, 2011
<b>00201 Arterial Streets Development Impact Fee</b>	\$ 7,507,160	\$ 311,502	\$ (1,413,675)	\$6,404,987
<b>00202 Traffic Signal Development Impact Fee</b>	\$ 1,973,279	\$ 396,169	\$ -	\$2,369,448
<b>00203 Fire Facility Development Impact Fee</b>	\$ 934,787	\$ 146,770	\$ (254,008)	\$ 827,549
<b>00204 Police Facility Development Impact Fee</b>	\$ -	\$ 94,479	\$ (94,479)	\$ -
<b>00205 Parkland Facilities Development Impact Fee</b>	\$ 2,681,019	\$ 111,878	\$ -	\$2,792,897
<b>00206 Quimby In-Lieu Park Fee</b>	\$ 1,979,517	\$ 77,237	\$ -	\$2,056,754
<b>00207 Recreation Center Development Impact Fee</b>	\$ -	\$ 5,828	\$ (5,828)	\$ -
<b>00208 Libraries Development Impact Fee</b>	\$ 4,130,903	\$ 117,898	\$ -	\$4,248,801
<b>00209 City Hall Development Impact Fee</b>	\$ 2,279,935	\$ 169,965	\$ -	\$2,449,900
<b>00210 Corporate Yard Development Impact Fee</b>	\$ 72,894	\$ 82,861	\$ -	\$ 155,755
<b>00211 Interchange Improvements Development Impact Fee</b>	\$ 1,826,798	\$ 43,049	\$ (1,740,000)	\$ 129,847
<b>00212 Maintenance Equipment Development Impact Fee</b>	\$ 71,928	\$ 9,437	\$ -	\$ 81,365
<b>00213 Animal Shelter Development Impact Fee</b>	\$ -	\$ 6,916	\$ (6,916)	\$ -
<b>00413 Capital Improvement Fund</b>	\$ 38,487	\$ -	\$ -	\$ 38,487

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

**Fund 00201- Arterial Streets Development Impact Fee**

Fund Balance Designations:

Future Arterial Streets Development	\$ 6,404,987
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Unreserved Fund Balance	None
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Funds unexpended or uncommitted for five years or more	None
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Disbursements:

Heacock St-Hemlock to Ironwood	200,000
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Ironwood Ave-Perris to Nason	95,000
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Debt Service – 2005 Lease Revenue Bonds Current Year	1,118,675
--	-----------

	\$ 1,413,675
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**Fund 00202 Traffic Signal Development Impact Fee**

Fund Balance Designations:

Future Traffic Signal Development	\$ 2,369,448
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Unreserved Fund Balance	None
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Funds unexpended or uncommitted for five years or more	None
--	------

Disbursements:

No Disbursements	-
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	\$ -
--	------



**Fund 00203 Fire Facility Development Impact Fees**

Fund Balance Designations:

Future Fire Facility	<u>\$ 827,549</u>
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

Debt Service – 2005 Lease Revenue Bonds Current Year	254,008
	<u>\$ 254,008</u>

**Fund 204 Police Facility Development Impact Fee**

Fund Balance Designations:

Future Police Facility	<u>\$ -</u>
------------------------	-------------

Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

Debt Service – 2005 Lease Revenue Bonds Current Year	94,479
	<u>\$ 94,479</u>

**Fund 00205 Parkland Facilities Development Impact Fee**

Fund Balance Designations:

Future Parkland Facility	<u>\$ 2,792,897</u>
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

No Disbursements	-
	<u>\$ -</u>

**Fund 00206 Quimby In-Lieu Park Fee**

<u>Fund Balance Designations:</u>	
Future Quimby In-Lieu Parks	<u>\$ 2,056,754</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Disbursements:</u>	
No Disbursements	<u>-</u>
	<u>\$ -</u>

**Fund 00207 Recreation Center Development Impact Fee**

<u>Fund Balance Designations:</u>	
Future Recreation Center	<u>\$ -</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Disbursements:</u>	
Conference and Recreation Center	5,828
	<u>\$ 5,828</u>

**Fund 00208 Libraries Development Impact Fee**

<u>Fund Balance Designations:</u>	
Future Libraries	<u>\$ 4,248,801</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Disbursements:</u>	
No Disbursements	-
	<u>\$ -</u>

**Fund 00209 City Hall Development Impact Fee**

<u>Fund Balance Designations:</u>	
Future City Hall	<u>\$ 2,449,900</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Disbursements:</u>	
No Disbursements	-
	<u>\$ -</u>

**Fund 00210 Corporate Yard Development Impact Fee**

Fund Balance Designations:

Future Corporate Yard	\$ 155,755
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

No Disbursements	-
	\$ -

**Fund 00211 Interchange Improvements**

Fund Balance Designations:

Future Interchange Improvements	\$ 129,847
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

SR 60 Nason St Interchange	1,740,000
	\$ 1,740,000

**Fund 00212 Maintenance Equipment Development Impact Fee**

Fund Balance Designations:

Future Maintenance Equipment	\$ 81,365
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Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Disbursements:

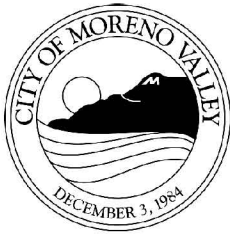
No Disbursements	-
	\$ -

**Fund 00213 Animal Shelter Development Impact Fee**

<u>Fund Balance Designations:</u>	
Future Animal Shelter	\$ <u>          -</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Disbursements:</u>	
Animal Shelter Land Acquisition	6,916
	<u>\$ 6,916</u>

**Fund 00413 Capital Improvement Fund**

<u>Fund Balance Designations:</u>	
Future Capital Improvements	\$ <u>  38,487</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None
 <u>Fund Balance Designations</u>	
Long Term Receivable - Koll-Oleander	38,487
	<u>\$ 38,487</u>
 <u>Disbursements:</u>	
No Disbursements	-
	<u>\$ -</u>



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Curley, Fire Chief  
Mike McCarty, Parks & Community Services Director  
Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE AND EXECUTE AGREEMENT FOR CONVEYANCE OF REAL PROPERTY FOR PARTIAL ACQUISITION OF APNs 478-120-003 & -004 FOR THE REDLANDS BOULEVARD FIRE STATION PROJECT – PROJECT NO. 11-43467830

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Conveyance of Property for the partial acquisition of APNs 478-120-003 & -004 for the Redlands Boulevard Fire Station Project.
2. Authorize a total purchase price of \$1,262,400, to be comprised of a combination of cash and fee credits.
3. Authorize the payment of \$276,000 representing the down payment plus escrow fees, consisting of \$55,200 from the Fire Capital Projects Fund (Account No. 434.67830) and \$220,800 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227) when the Agreement has been signed by all parties.
4. Authorize establishment of an entitlement fund in the amount of \$130,000 to cover City entitlement fees and costs. The entitlement fund consists of \$26,000 from the Fire Capital Projects Fund (Account No. 434.67830) and \$104,000 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227).
5. Authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners, and authorize the Public Works

Director and/or City Engineer to approve any changes that may be requested by the property owners or the City, subject to the approval of the City Attorney.

## **BACKGROUND**

The Parks and Community Services and Fire departments have expressed a desire for facilities at the southwest corner of Redlands Boulevard and Brodiaea Avenue to provide service to the surrounding neighborhood. The selected site is a portion of parcel APN 478-120-003 & 004, in the southwest corner of Brodiaea Avenue and Redlands Boulevard. The site is in Specific Plan zoning with an area of approximately 7.54 acres which will be subdivided into a park site of 6.043 acres and a fire station site 1.5 acres. A 1.5 acre lot is adequate for a standard fire station.

During the September 2011 Closed Session, the City Council authorized staff to negotiate and acquire the property.

## **DISCUSSION**

Planning and Parks & Community Services have contacted the owner regarding acquisition of the subject parcels over the past few years. The property owner rejected the potential sale of the property based on a somewhat lower value established by a prior appraisal.

Another appraisal report was prepared in April 2011 by Overland, Pacific & Cutler, Inc. to update the property value. The appraisal identified a value of \$276,000 for the 7.54 acres site based on the current depressed real estate values. The appraisal splits the parcel between the Park Site (80%) and Fire Station Site (20%) for resulting prorated values of \$220,800 and \$55,200, respectively. The current appraised value is a small fraction of the owner's original purchase price. Using the current parkland acquisition development impact fee and parkland development requirement (3 acres per 1000 population), staff calculated a valuation of \$1,262,400 for the subject site. The fire facilities development impact fee does not provide a separate allocation for land acquisition. Previously collected parkland and fire development impact fees and future fee credits are the source for the acquisition of this site.

The property owner has expressed a willingness to sell at the current value, either in cash or credits, similar to his original purchase price which occurred in the early 2000's before the last peak. After negotiation, the owner has agreed that the total purchase price for the partial acquisition of APN 478-120-003 & 004 shall be \$1,262,400 which will be in a combination of cash and fee credits as follows:

1. Cash Down Payment of \$276,000, consisting of \$55,200 from the Fire Acquisition Fund and \$220,800 from the Park Land Acquisition Fund.
2. An Entitlement Fund of \$130,000 to cover City fees and costs associated with planning entitlement applications for the property owner's projects in the City.

- The fund will be established in house from the Park and Fire Capital Projects funds.
3. Balance of Offer Price in Fee Credits, consisting of 367 Park Land Single Family Residential Unit Fee Credits and 264 Fire Facilities Single Family Residential Unit Fee Credits.
  4. The Entitlement Fund and Fee Credits shall be effective for 10 years and may be transferred or sold by the Grantor.

The final amount for partial acquisition of APNs 478-120-003 and -004 exceeds \$100,000 and, therefore, requires that the Agreement for Conveyance of Property be approved by the City Council.

### **ALTERNATIVES**

1. Approve the Agreement for Conveyance of Property for the partial acquisition of APNs 478-120-003 & -004 for the Redlands Boulevard Fire Station Project, authorize a total purchase price of \$1,262,400, to be comprised of a combination of cash and fee credits, authorize a Purchase Order in the amount of \$276,000 for a cash down payment plus escrow fees, consisting of \$55,200 from the Fire Capital Projects Fund (Account No. 434.67830) and \$220,800 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227) when the Agreement has been signed by all parties, authorize establishment of an entitlement fund in the amount of \$130,000 to cover City entitlement fees and costs. The entitlement fund consists of \$26,000 from the Fire Capital Projects Fund (Account No. 434.67830) and \$104,000 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227), and authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners, and authorize the Public Works Director/City Engineer to approve any changes that may be requested by the property owners or the City, subject to the approval of the City Attorney. *This alternative allows the City to acquire the required land for City's Fire Station and Park projects.*
2. Do not approve the Agreement for Conveyance of Property for the partial acquisition of APNs 478-120-003 & -004 for the Redlands Boulevard Fire Station Project, do not authorize a total purchase price of \$1,262,400, to be comprised of a combination of cash and fee credits, do not authorize a Purchase Order in the amount of \$276,000 for a cash down payment plus escrow fees, consisting of \$55,200 from the Fire Capital Projects Fund (Account No. 434.67830) and \$220,800 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227) when the Agreement has been signed by all parties, do not authorize establishment of an entitlement fund in the amount of \$130,000 to cover City entitlement fees and costs. The entitlement fund consists of \$26,000 from the Fire Capital Projects Fund (Account No. 434.67830) and \$104,000 from the Future Park Sites Land Acquisition Fund (Account No. 461.68227), do not authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners, and authorize the Public Works

Director/City Engineer to approve any changes that may be requested by the property owners or the City, subject to the approval of the City Attorney. *This alternative will result in delaying acquisition of land required for City Fire Station and Parks projects.*

**FISCAL IMPACT**

Funding for the proposed land acquisition is included in the Fiscal Year 2011/2012 budget. There is no impact to the General Fund.

**AVAILABLE PROJECT FUNDS:**

Fire Capital Projects Fund (Account No. 434.67830) .....	\$503,000
Future Park Sites Land Acquisition Fund (Account No. 461.68227) .....	<u>\$2,000,000</u>
<b>Total Available Funds .....</b>	<b>\$2,503,000</b>

**ESTIMATED EXPENDITURES**

Cash Down-payment.....	\$ 276,000
Entitlement Fund Establishment.....	\$ 130,000
Fee Credit Equivalence .....	\$ 857,000
Escrow and Miscellaneous Costs.....	\$ 50,000
Project Administration .....	\$ 60,000
<b>Total Expenditures .....</b>	<b>\$1,373,000</b>

**ANTICIPATED PROJECT SCHEDULE:**

Open Escrow.....	February 2012
Complete Land Acquisition.....	May 2012

**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 Parks and Community Services and Fire Departments have been planning land acquisitions for future park and fire facilities at the southwest corner of Redlands Boulevard and Brodiaea Avenue. The selected site is a portion of parcel APNs 478-



120-003 and -004. The site, approximately 7.54 acres in size, is in Specific Plan zoning area and will be subdivided into a park site of 6.043 acres and a fire station site of 1.5 acres. This acquisition is necessary for the City's Redlands Boulevard Fire Station and Park projects.

**ATTACHMENTS/EXHIBITS**

Attachment "A" – Location Map

Attachment "B" – Agreement for Conveyance of Real Property

Prepared By:  
Henry Ngo  
Senior Engineer, P.E.

Concurred By:  
John Terell  
Planning Official

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

Department Head Concurrence:  
Rick Hartmann  
Interim Public Works Director

Department Head Approval:  
Mike McCarty  
Parks & Community Services Director

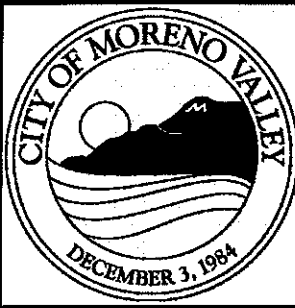
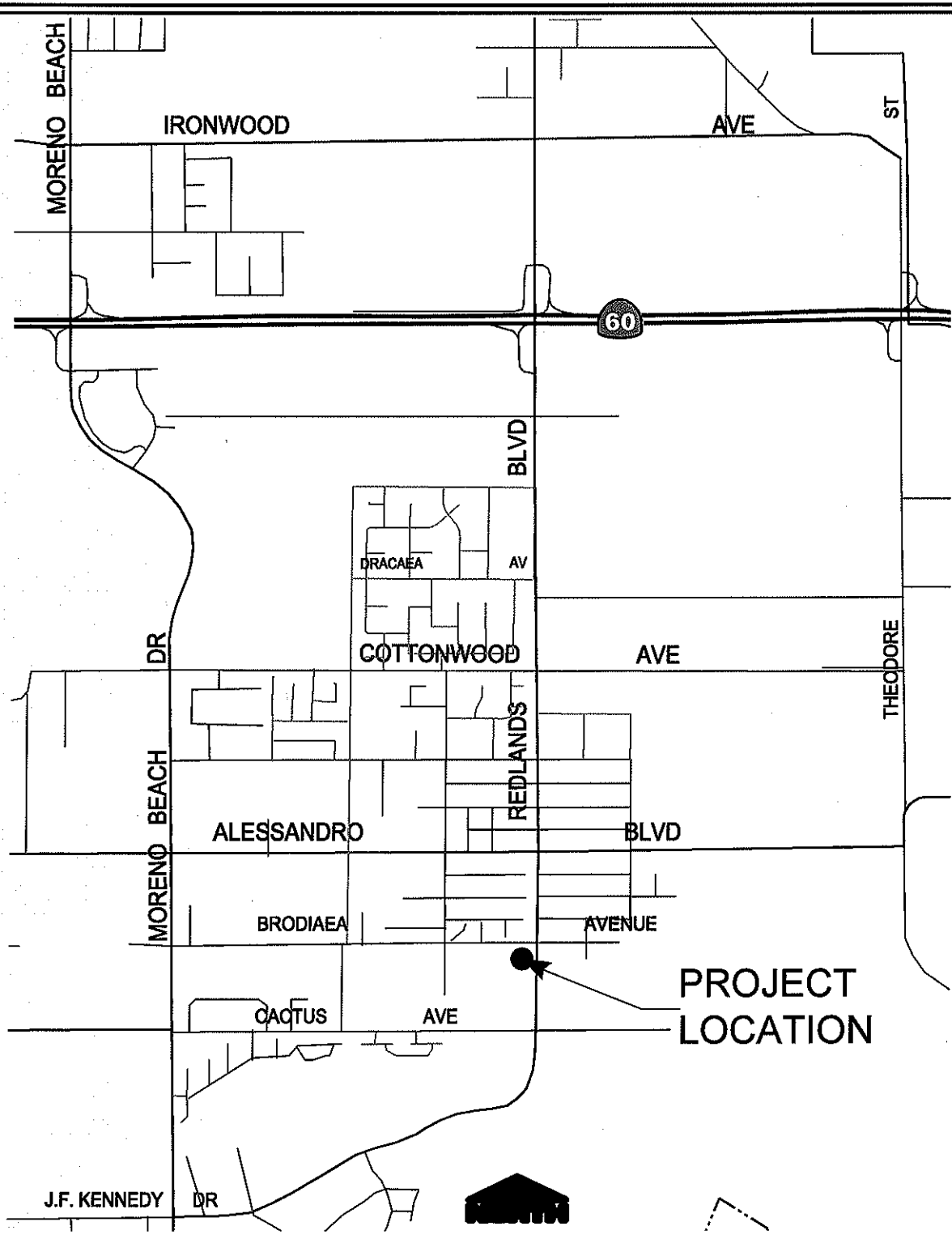
Department Head Approval:  
Steve Curley  
Fire Chief

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

W:\CapProj\CapProj\PROJECTS\Henry - 11-43467830 - Highland (East End) Fire Station\CC Reports\Real Property\12-13-11 Staff Report-Agreement for Conveyance of Property - Redlands Blvd. Fire Station.doc

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Date: 14 Nov 11 - 5:27 pm  
 File: W:\CopPro\Proj\PROJECTS\Henry - 11-43467830 - Highland (Redlands Blvd.) Fire Station\Design Phase\Auto CAD\Location\_Map\Location\_Map.dwg  
 User: deopala



<h1>LOCATION MAP</h1>	
Public Works Department Capital Projects Division	
Scale: None	
ATTACHMENT "A"	
<h2>REDLANDS BOULEVARD FIRE STATION</h2>	
PROJECT NUMBER 11-43467830	

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## AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT is entered into by and between SP/CCI, LLC, a California limited liability company ("Grantor") and CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

### RECITALS

A. Grantor own certain real property located at the southwest corner of Redlands Boulevard and Brodiaea Avenue, Moreno Valley, bearing Assessor Parcel No. 478-120-003 & 004 (the "Property").

B. Grantee desires to purchase a portion of the Property and Grantor desire to sell and convey a portion of the Property as described in Exhibit A and depicted in Exhibit B, both of which are attached hereto (the "Parcel").

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

### AGREEMENT

The parties therefore agree as follows:

#### 1. PURCHASE.

Grantee agrees to buy and Grantor agree to sell and convey the Parcel 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 Parcel.

#### 2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Lawyers Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Parcel. 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 Parcel shall be \$1,262,400, which will be in a combination of cash and fee credits as shown in attached Exhibit D. The cash portion of the purchase price and fee credits documentation shall be transferred by Grantee to Grantor through Escrow Holder at Close of Escrow.

Attachment "B"

## 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 Parcel.

Grantor shall convey title to the Parcel 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 Parcel 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 Parcel 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 Parcel for Grantee's intended use thereof. If Grantee determines that the Parcel is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantor 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 Grantor's representations or warranties under this

Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor. Grantee to indemnify Grantor and provide a policy of general liability insurance of \$1,000,000 for Grantee's employees and agents during the investigative period and name Grantor as additional insured.

#### 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 cash portion of 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 Parcel, a copy of which is attached to this Agreement as Exhibit C; 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 Parcel over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a

violation of any order or decree or result in the breach of any contract or agreement to which Grantor are at present parties, or by which Grantor are 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 Parcel or its use, and Grantor has not used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901 et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317 et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantors shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water; In the event Grantors fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantors shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantors further agrees to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and/or water at the site.



#### 4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Parcel 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 Parcel by Grantee, and Grantor hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation 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 Parcel.

B. This Agreement arose out of Grantee's efforts to acquire the Parcel 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 Parcel or of the Property or of liability by any party to this Agreement. Grantor, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Parcel or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantor 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 are familiar with the provisions of California Civil Code section 1542, which provides as follows:

These representations and warranties shall survive the Close of Escrow. "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 default 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:	SP/CCI, Inc. A California Limited Liability Company c/o Nat Stowe Harty 43256 Via Siena Indian Wells, CA 92210
Grantee:	City of Moreno Valley 14177 Frederick Street PO Box 88005 Moreno Valley, CA 92552-0805 Attention: Henry Ngo, Senior Engineer, P.E.

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

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

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

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

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the City, 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) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Parcel 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 for the Parcel. 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.

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

DATED: \_\_\_\_\_

Grantor:

SP/CCI, LLC, a California Limited Liability Company

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

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

Grantee:

CITY OF MORENO VALLEY

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

Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

W:\CapProj\CapProj\PROJECTS\Henry - 11-43467830 - Highland (East End) Fire Station\CC Reports\Real Property\Attachment A - 12-13-11.doc

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**VACANT LAND**  
**(APN 478-120-004,003)**

IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MORENO VALLEY, BEING THAT PORTION OF BLOCK 70 OF THE MAP OF THE TOWN OF MORENO, AS SHOWN BY THE MAP ON FILE IN BOOK 11, PAGE 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT LAND DESCRIBED AS PARCELS 5 AND 6 IN A GRANT DEED TO SP/CCI, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED APRIL 21, 2005 AS DOCUMENT #2005-0314749, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM ALL SAID LAND LYING SOUTHEASTERLY OF A LINE PARALLEL WITH AND 55 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES, THE FOLLOWING DESCRIBED LINE;

**COMMENCING AT THE CENTERLINE INTERSECTION OF BRODIAEA AVENUE AND REDLANDS BOULEVARD;**

**THENCE ALONG THE CENTERLINE OF REDLANDS BOULEVARD, SOUTH 00°26'32" WEST 478.88 FEET TO THE TRUE POINT OF BEGINNING;**


**THENCE SOUTH 60°10'11" WEST 359.47 FEET TO THE CENTERLINE OF RICHARDS AVENUE.**

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS (7.54 ACRES), MORE OR LESS.

THE BEARINGS AND DISTANCES USED HEREON ARE BASED ON AN UNRECORDED SURVEY OF SAID LAND BY THE RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, TITLED "RIGHT OF WAY - MORENO LINE F2" AND REFERENCED BY SAID DISTRICT AS "DWG. NO. 4-580/RW SHT. 1"

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.

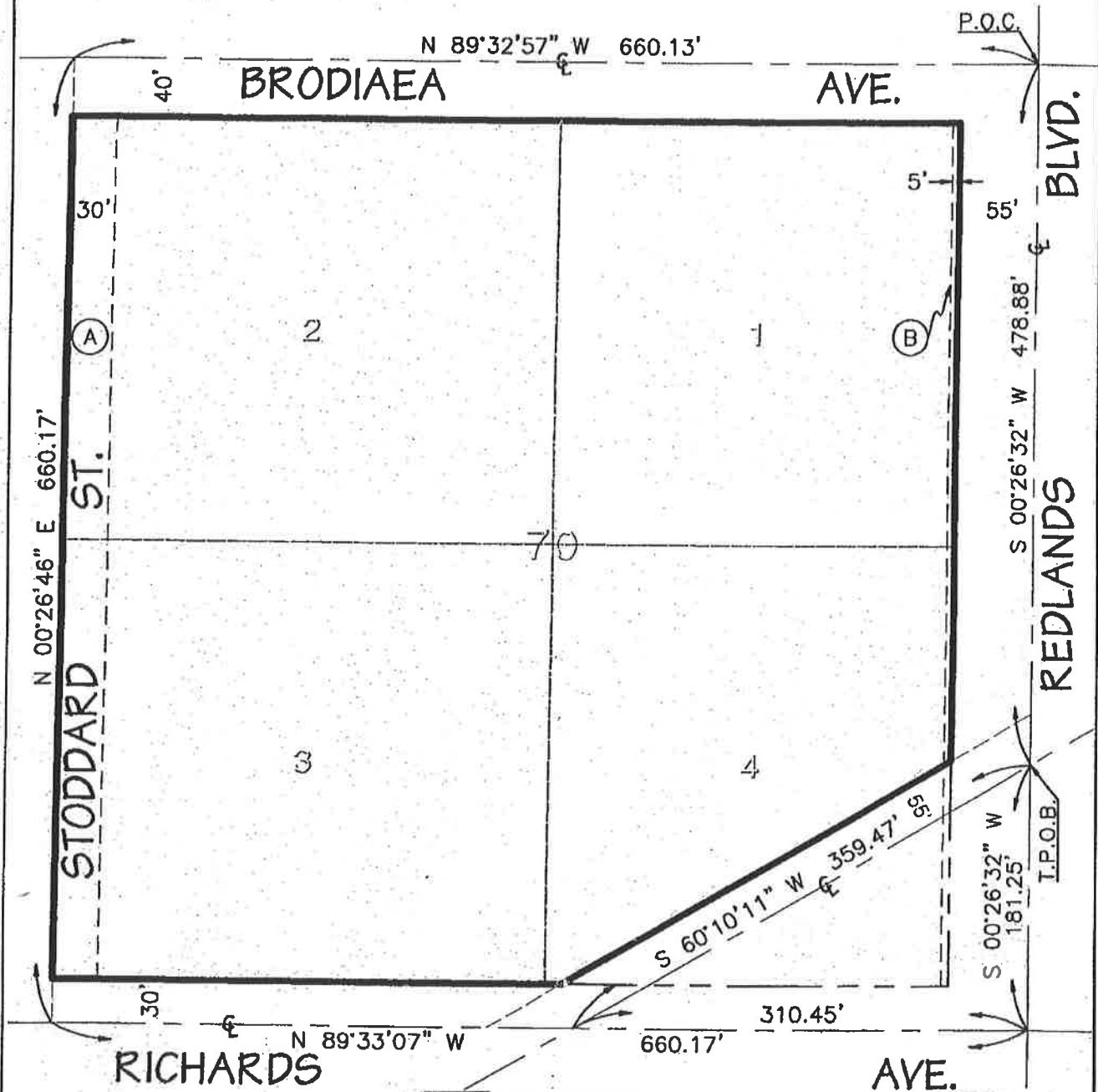
  
05/14/09  
RICHARD C. MAHER, P.L.S. 7564      DATE  
LICENSE EXPIRES 12-31-2009



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**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**



**LEGEND**  
 T.P.O.B. TRUE POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

LAND DESCRIBED  
 AREA: 7.54 AC. ±

- (A) VACATION BY INSTRUMENT 23196, OFFICIAL RECORDS OF RIVERSIDE COUNTY
- (B) VACATION BY INSTRUMENT 63587, OFFICIAL RECORDS OF RIVERSIDE COUNTY



**KDM MERIDIAN**

22541 Aspan St., Ste C  
 Lake Forest, CA 92630  
 Phone: 949-768-0731  
 Fax: 949-768-3731

*Richard C. Maher* 5/14/09  
 RICHARD C. MAHER, PLS 7564 DATE  
 LICENSE RENEWAL 12/31/09



APN 478-120-004,003

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

Exempt from Recording Fee per  
Govt. Code Sec. 6103  
City of Moreno Valley  
By:  
A.P.N. 478 - 120 - 003 & 004

(Space above this line for Recorder's use)  
**DOCUMENTARY TRANSFER TAX IS NONE.**  
Public Agency exempt.  
Revenue and Taxation Code Section 11922

## GRANT DEED

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

**SP/CCI, LLC, a California limited liability company**

GRANTOR(S) hereby grant(s) and convey(s) to the CITY OF MORENO VALLEY, a municipal corporation, the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit "A" and as illustrated on the plat attached hereto and marked Exhibit "B". IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantor(s):

STATE OF CALIFORNIA )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_ before me,  
\_\_\_\_\_ the undersigned. A Notary  
Public in and for said State, personally  
appeared \_\_\_\_\_ personally  
known to me or proved to me on the basis of satisfactory  
evidence to be the person(s) whose name (s) is/are  
subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or entity upon behalf which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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## EXHIBIT D

The total purchase price for the Parcel shall be \$1,262,400 which will be in a combination of cash and fee credits as follows:

1. Cash Down Payment of \$276,000, consisting of \$55,200 from the Fire Acquisition Fund and \$220,800 from the Park Land Acquisition Fund.
2. An Entitlement Fund of \$130,000 to cover City fees and costs associated with planning entitlement applications for the property owner's projects in the City. The fund will be established in house from the Park and Fire Capital Projects funds.
3. Balance of Offer Price in Fee Credits, consisting of 367 Park Land Single Family Residential Unit Fee Credits and 264 Fire Facilities Single Family Residential Unit Fee Credits.
4. The Entitlement Fund and Fee Credits shall be effective for 10 years and may be transferred or sold by the Grantor as outlined in the attached *Public Facilities Fee Credit and Entitlement Fund Agreement with SP/CCI, LLC, for Acquisition of Parcels APN 478-120-003 & -004*.

**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

This Public Facilities Fee Credit and Entitlement Fund Agreement ("PFF Agreement") is entered into between the City of Moreno Valley ("City") and SP/CCI, LLC, a California Limited Liability Company ("Developer"), as of \_\_\_\_\_, 2011 ("the Effective Date"), and sets forth the understanding of City and Developer with respect to the following:

1. Recitals.

1.1 Whereas, Developer is the owner of that certain real properties in the Cactus Corridor Specific Plan, and L'Aquila south of the Auto Mall in the City of Moreno Valley, County of Riverside, California (the "Project"); and

1.2 Whereas, this agreement between the City and Developer, relative to the partial acquisition of parcels APN 478-120-003 & -004 provides Developer credits for 367 Parkland (Quimby In-Lieu) Single Family Residential Unit (SFR) Fee Credits and 264 Fire Facilities Single Family Residential Unit (SFR) Fee Credits. The value of these credits shall be the fee for Parkland (Quimby In-Lieu) and Fire Facilities at time of building permit issuance.

1.3 Whereas, City agrees to a density transfer to Developer for other projects in the Cactus Corridor Specific Plan at least equivalent to the underlying zoning for the remainder portion of parcel 478-120-004 equal to approximately 0.658 acres, contingent on merger of said remainder parcel with adjacent properties by the Developer.

1.4 Whereas, City establishes an entitlement fund in the amount of \$130,000 to cover City fees and cost associated with planning entitlement applications for the property owner's projects in the City; and

Now, therefore, City and Developer, in consideration of their respective commitments below, agree as follows:

2. Fee Credits:

2.1 City and Developer have reached an understanding as to the terms of this PFF Agreement, specifically that the City shall apply the credits for 367 lots against the Parkland (Quimby In-Lieu) Fees, and 264 lots for Fire Facilities Fees in effect at the time of building permit issuance.

**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

2.2 City and Developer agree that the Fee Credits can be transferred or sold by the Developer subject to the provisions of Section 6.9 of this Agreement.

3. Entitlement Fund:

3.1 City establishes an entitlement fund in the amount of \$130,000 to cover City fees and cost associated with planning entitlement applications for the property owner's projects in the City. The entitlement fund can be transferred or sold by the Developer in the future subject to the provisions of Section 6.9 of this Agreement.

4. Timing and Validation of Public Facilities Fees and the Entitlement Fund:

4.1 City and Developer agree that the Public Facilities Fees and Entitlement Fund shall be effective for 10 years, effective from the date this agreement is fully executed

5. Enforcement.

5.1 Enforcement by Either Party. The City agrees that unless this PFF Agreement is amended or terminated by mutual agreement of City and Developer, this PFF Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable General Plan, Specific Plan, City Ordinance, Rule or Regulation.

5.2 The Cumulative Remedies. In addition to any other rights or remedies, either party may institute a legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All the remedies described above shall be cumulative and not exclusive to one another, and the exercise of any one or more of the remedies herein shall not constitute a waiver or election with respect to any other available remedy.

5.3 Attorneys' Fees. In any arbitration, administrative proceedings, or any action in any courts of competent jurisdiction, brought by one or more parties to enforce any provision of this PFF Agreement, or to enforce any rights or remedies under this PFF Agreement, including any action for declaratory or equitable relief, the prevailing

**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

party shall be entitled to reasonable attorneys' fees and all reasonable costs, expenses and disbursements in connection with such action.

6. Miscellaneous Provisions.

6.1 Covenants, Conditions and Restrictions. The terms of this PFF Agreement shall be binding upon the parties, their successors and assigns. Any successor in interest of Developer may enforce the provisions of this PFF Agreement.

6.2 Governing Law. This PFF Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the parties hereunder, shall be determined in accordance with the laws of the State of California.

6.4 Recitals. The recitals in this PFF Agreement constitute part of this PFF Agreement and each party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this PFF Agreement.

6.5 Time. Time is of the essence for this PFF Agreement and for each and every term and condition hereof.

6.6 No Third Party Beneficiaries. This PFF Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. Except as expressly provided in this PFF Agreement, no other person shall have any rights or cause of action based upon any provision of this PFF Agreement.

6.7 Waiver. The failure of either party at any time to seek redress for any violation of this PFF Agreement, or to insist upon the strict performance of any term or condition of this PFF Agreement, shall not prevent any subsequent act or omission of the same or similar nature from having all the force and effect of the original breach or default, and such subsequent act or omission may be proceeded against by either party to the fullest extent provided by this PFF Agreement. No provision of this PFF Agreement shall be deemed to have been waived by either party unless the waiver is in writing and is signed by the party waiving its rights or claims.

6.8 Binding Effect. The covenants and agreements contained in this PFF Agreement shall inure to the benefit of, and shall be binding upon each of the parties and their respective heirs, administrators, successors and assign.



**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

6.9 Transfer of Credits. The Developer shall notify the City of any proposed transfer of credits at least 30 days prior to the effective date of said transfer. Such notification shall provide a copy of the transfer documentation, including the name and contact information for the transferee. Any transferee shall be subject to the provisions of this Agreement. The transferee may use the Fee Credits to defray Parkland or Fire impact fees on a per unit basis for any residential project in the City. The Entitlement Fund may be used for the Developer's projects in the City of Moreno Valley as mentioned in 1.1.

SIGNATURE PAGE TO FOLLOW

**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

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

DATED: \_\_\_\_\_

Grantor:

SP/CCI, LLC, a California Limited Liability Company

By: Stowe Passco Development, LLC,

Its Manager

By: Stowe Properties, Inc.,

Its Manager

\_\_\_\_\_  
By: Nat S. Harty, President

DATED: \_\_\_\_\_

Grantee:

CITY OF MORENO VALLEY

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

*(only needed if Mayor signs)*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**PUBLIC FACILITIES FEE CREDIT AND  
ENTITLEMENT FUND AGREEMENT  
WITH SP/CCI, LLC FOR ACQUISITION OF  
PARCELS APN 478-120-003 & -004**

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, 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 such he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures 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.

\_\_\_\_\_  
NOTARY PUBLIC

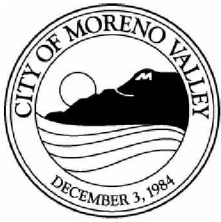
STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, 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 such he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures 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.

\_\_\_\_\_  
NOTARY PUBLIC

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Prem Kumar, P.E., Deputy Public Works Director / Acting City Engineer and  
Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** PA07-0090 – EXONERATION OF EROSION CONTROL AGREEMENT AND SECURITY  
BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 erosion control improvements.

### **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

On April 13, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for erosion control. The Conditions of Approval for this project required that the developer provide security for erosion control. The Faithful Performance security amount for the erosion control improvement is Two Hundred Forty-Seven Thousand Seven Hundred dollars (\$247,700.00). The limits of the erosion control included the entire site limits from State Route 60 to Eucalyptus Avenue, and Redlands Boulevard to Theodore Street.

On November 17, 2011 the erosion control improvements received a 75% reduction. The amount reduced was One Hundred Eighty-Five Thousand Seven Hundred Seventy-Five dollars (\$185,775).

**DISCUSSION**

The completed improvements have received a final inspection. Permanent erosion control has been installed in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept the erosion control improvement and release the remaining security held by the City of Moreno Valley. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration is Sixty-One Thousand Nine Hundred Twenty-Five Dollars (\$61,925).

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit “A” – Vicinity Map

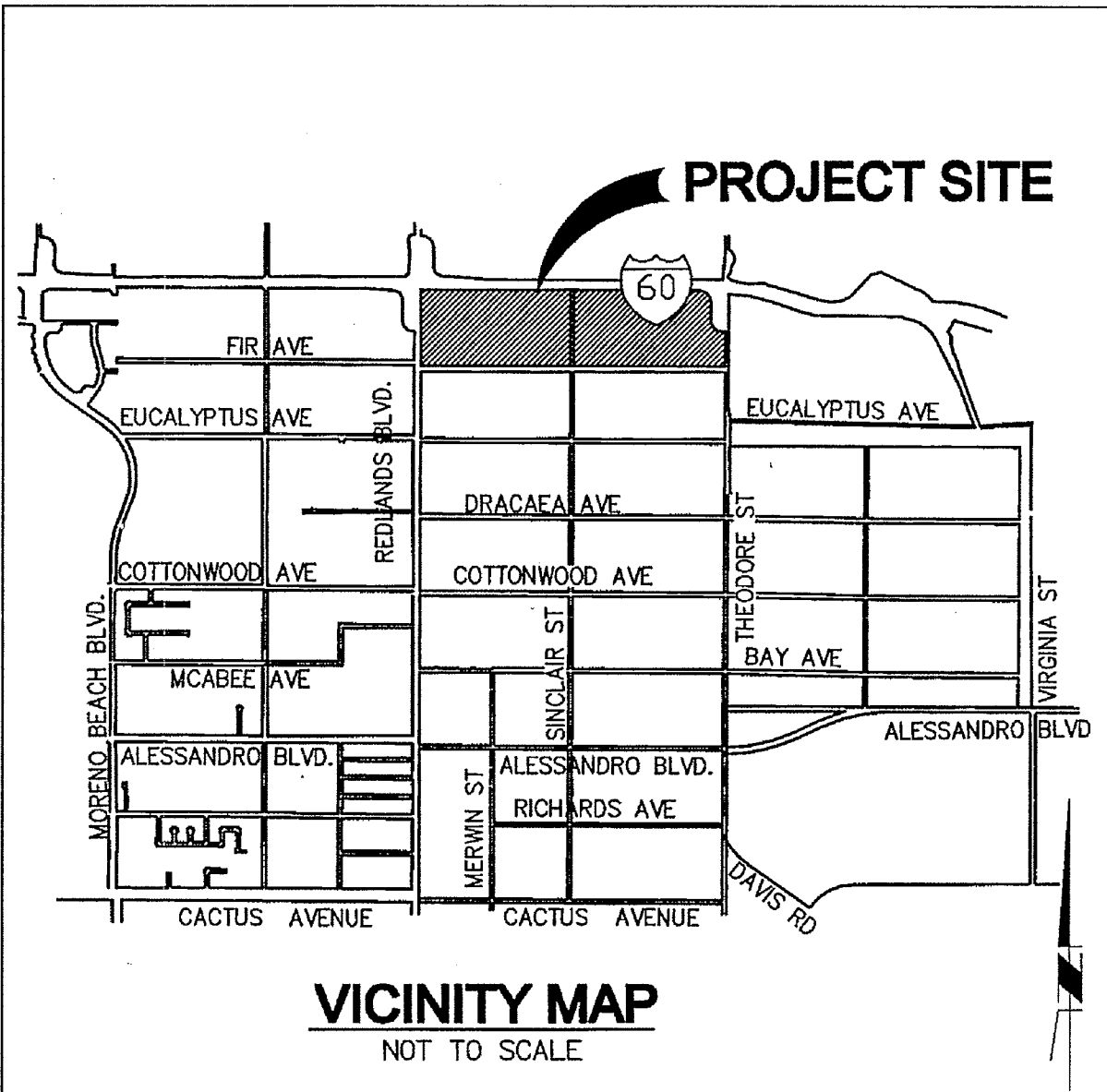
Prepared By  
Liz Plazola  
Sr. Administrative Assistant

Department Head Approval  
Prem Kumar, P.E.  
Deputy Public Works Director/Acting City  
Engineer

Concurred By  
Barry Foster  
Community & 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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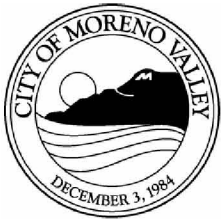


<p><b>CITY OF MORENO VALLEY</b>  <b>PUBLIC WORKS - LAND DEVELOPMENT</b>          Exhibit "A"</p>	<p>PA07-0090  <b>VICINITY MAP</b></p>
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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Prem Kumar, P.E., Deputy Public Works Director / Acting City Engineer and  
Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** PA07-0090 – EXONERATION OF MONUMENTATION SECURITY  
  
BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor security associated with the project PA07-0090 monumentation improvements.

### **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for Phase 1 of the project which included the monumentation security. The Conditions of Approval for this project required that the developer provide security for all improvements within the project. The Faithful Performance security amount for the monumentation improvements is Forty-Two Thousand dollars (\$42,000.00) and the Material and Labor security is in the amount of Twenty-One Thousand dollars (\$21,000.00). The limits of the improvements included the entire site limits from State Route 60 to Eucalyptus Avenue, and Redlands Boulevard to Theodore Street.

On November 17, 2011, the Faithful Performance security for the monumentation improvements received an 80% reduction. The amount reduced was Thirty-Three Thousand Six Hundred dollars (\$33,600). No reduction was given to the Material and Labor security.

### **DISCUSSION**

The completed improvements have received a final inspection. Monuments have been installed in accordance with the parcel map and the standards of the City of Moreno Valley. It is therefore appropriate to accept the monumentation improvement and release the remaining security for Faithful Performance and release the entire security amount for Material and Labor held by Safeco Insurance Company of America. Since one partial reduction was provided earlier to the Faithful Performance security, the amount remaining to reach the exoneration is Eight Thousand Four Hundred Dollars (\$8,400).

### **NOTIFICATION**

Publication of agenda.

### **EXHIBITS**

Exhibit "A" – Vicinity Map

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

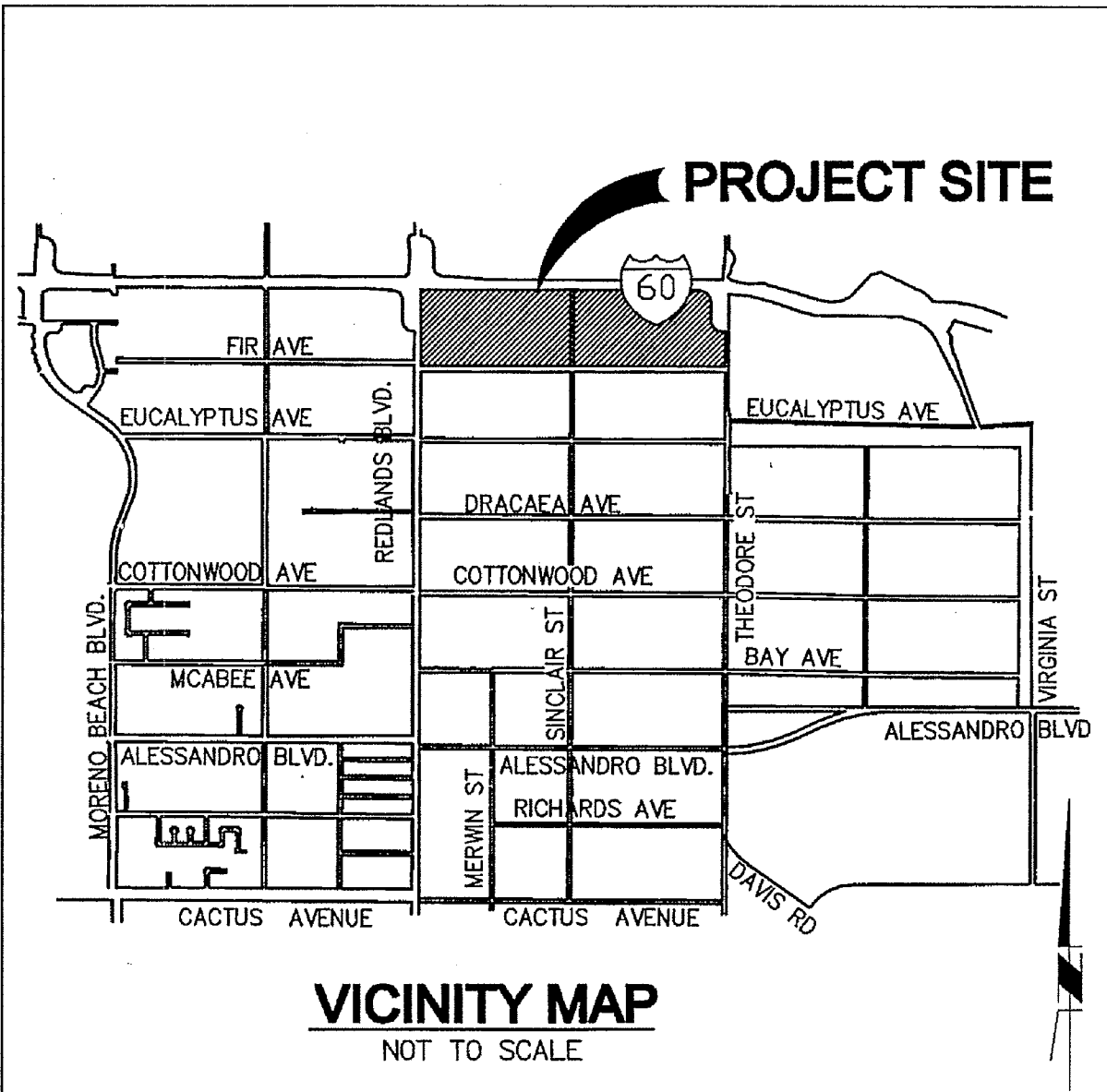
Department Head Approval  
Prem Kumar, P.E.  
Deputy Public Works Director/Acting City  
Engineer

Concurred By  
Barry Foster  
Community and 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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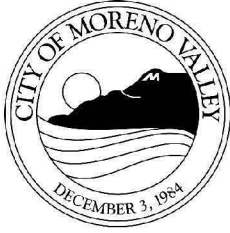


**CITY OF MORENO VALLEY  
PUBLIC WORKS - LAND DEVELOPMENT  
Exhibit "A"**

**PA07-0090  
VICINITY MAP**

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APPROVALS	
BUDGET OFFICER	<i>AS</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MJS</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, City Treasurer

**AGENDA DATE:** December 13, 2011

**TITLE:** RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2011

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### **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**

California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolio for local agencies. The City's Investment Policy, adopted on May 24, 2011 is in full compliance with the requirements of both of the above-mentioned Code Sections.

### **DISCUSSION**

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2011. This is the first quarterly report submitted for the 2011-12 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than

adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

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

The investments managed by Chandler Asset Management totaled \$179,594,979 at par and achieved a Yield to Maturity (YTM) for September 2011 of 1.59%. This compares to a YTM in August 2011 of 1.55% and a YTM in September 2010 of 1.81%. In addition, the City maintained \$20,108,822 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of .48%

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

### **FISCAL IMPACT**

None

### **CITY COUNCIL GOALS**

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

### **SUMMARY**

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2011. This report is in compliance with California



Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

**ATTACHMENTS/EXHIBITS**

Attachment 1 - Treasurer's Cash and Investments Report – September 2011  
 Attachment 2 – Chandler Asset Management Bond Market Review – October 2011

Prepared By:  
 Brooke McKinney  
 Treasury Operations Division Manager

Department Head Approval:  
 Richard Teichert  
 City Treasurer

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

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# CITY OF MORENO VALLEY

## Treasurer's Cash and Investments Report

September 2011

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	4,132,660	4,132,660	4,132,660			
State of California LAIF Pool	20,108,822	20,108,822	20,108,822	0.65	0.48%	
Investments	179,214,651	179,419,319	173,353,497	2.26	1.59%	2.05
<b>Total General Portfolio</b>	<b>203,456,133</b>	<b>203,660,801</b>	<b>197,594,979</b>	<b>Years</b>		<b>Years</b>

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	8,162,291
Principal & Interest Accounts	596,348
Debt Service Reserve Funds	6,585,077
Custody Accounts	0
Arbitrage Rebate Accounts	0
Other Accounts	374,794
<b>Total Bond Proceeds</b>	<b>15,718,510</b>

Deferred Compensation Funds	Market Value as of Jun 30, 2011
Nationwide	9,199,228
ICMA	4,096,532
<b>Total Deferred Compensation Funds</b>	<b>13,295,760</b>

**Total Investment Portfolio** 232,675,071

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 advisor, Chandler Asset Management.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.



Richard Teichert  
City Treasurer



PORTFOLIO CHARACTERISTICS

Average Duration	2.05
Average Coupon	2.53 %
Average Purchase YTM	1.59 %
Average Market YTM	0.84 %
Average S&P Rating	AA
Average Final Maturity	2.26 yrs
Average Life	2.18 yrs

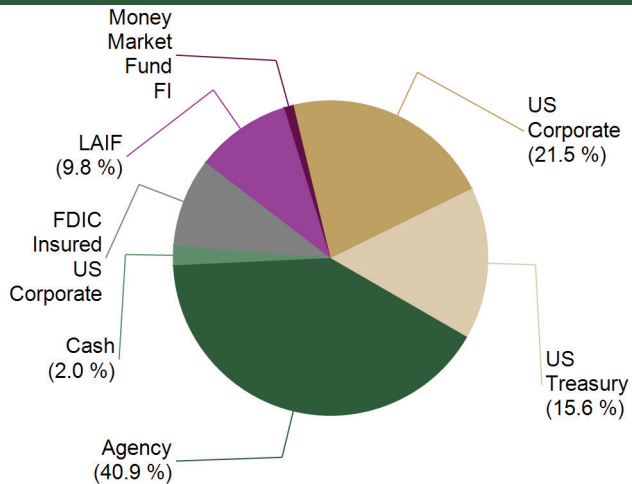
ACCOUNT SUMMARY

	Beg. Values as of 8/31/11	End Values as of 9/30/11
<b>Market Value</b>	208,843,424	203,660,801
<b>Accrued Interest</b>	1,421,223	1,196,552
<b>Total Market Value</b>	<b>210,264,646</b>	<b>204,857,353</b>
<b>Income Earned</b>	267,268	266,512
<b>Cont/WD</b>		
<b>Par</b>	202,117,750	197,594,979
<b>Book Value</b>	205,846,031	201,349,547
<b>Cost Value</b>	207,817,778	203,456,133

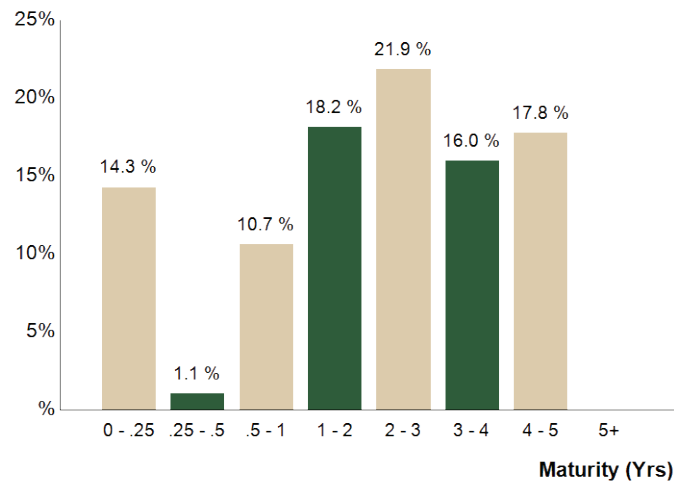
TOP ISSUERS

Issuer	% Portfolio
Government of United States	15.6 %
Federal Farm Credit Bank	11.6 %
Federal Home Loan Mortgage Corp	10.1 %
Local Agency Investment Fund	9.8 %
Federal Home Loan Bank	7.9 %
Federal National Mortgage Assoc	7.5 %
Tennessee Valley Authority	4.0 %
US Bank Corp FDIC Insured	2.5 %
	<b>68.9 %</b>

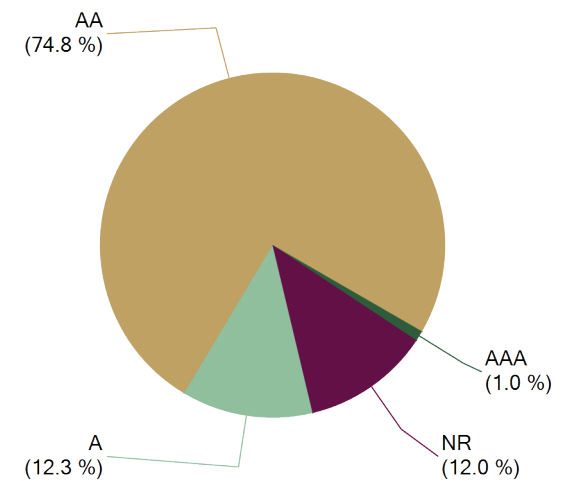
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
<b>AGENCY</b>									
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	100.60 0.19 %	1,005,985.00 3,966.67	0.49 % 5,985.00	Aaa AA+	0.32 0.31
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	100.75 0.16 %	1,007,545.00 3,187.50	0.49 % 7,545.00	Aaa AA+	0.36 0.36
31331XG30	FFCB Note 5.45% Due 6/21/2012	1,000,000.00	06/29/2007 5.33 %	1,005,380.00 1,000,780.82	103.71 0.33 %	1,037,058.00 15,138.89	0.51 % 36,277.18	Aaa AA+	0.73 0.71
31331XT36	FFCB Note 5.25% Due 8/1/2012	450,000.00	08/01/2007 5.25 %	450,000.00 450,000.00	104.11 0.33 %	468,477.00 3,937.50	0.23 % 18,477.00	Aaa AA+	0.84 0.82
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	101.86 0.30 %	1,018,649.00 3,266.67	0.50 % 18,649.00	Aaa AA+	0.87 0.86
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	3,500,000.00	11/23/2010 0.51 %	3,521,892.50 3,511,204.01	100.53 0.29 %	3,518,417.00 3,317.71	1.72 % 7,212.99	Aaa AA+	0.90 0.89
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	101.29 0.31 %	1,012,883.00 7,147.22	0.50 % 12,883.00	Aaa AA+	1.04 1.03
31398A4T6	FNMA Note 0.5% Due 10/30/2012	1,000,000.00	12/22/2010 0.73 %	995,834.00 997,554.87	100.28 0.24 %	1,002,842.00 2,097.22	0.49 % 5,287.13	Aaa AA+	1.08 1.08
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,444,637.78	100.37 0.33 %	3,462,782.25 5,570.31	1.69 % 18,144.47	Aaa AA+	1.25 1.24
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 3,940,716.31	107.93 0.54 %	4,020,310.55 9,933.34	1.97 % 79,594.24	Aaa AA+	1.46 1.41
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	102.70 0.42 %	1,026,966.00 10,572.22	0.51 % 26,966.00	Aaa AA+	1.52 1.49
3134A4TZ7	FHLMC Note 4.5% Due 7/15/2013	2,125,000.00	05/12/2010 1.59 %	2,315,720.87 2,232,455.33	107.35 0.38 %	2,281,208.75 20,187.50	1.12 % 48,753.42	Aaa AA+	1.79 1.73
880591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,938,580.02	107.71 0.52 %	4,039,140.00 29,687.50	1.99 % 100,559.98	Aaa AA+	1.84 1.77
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,965,403.93	101.06 0.44 %	1,990,907.61 429.02	0.97 % 25,503.68	Aaa AA+	1.98 1.96
3137EABX6	FHLMC Note 2.5% Due 1/7/2014	2,450,000.00	03/17/2010 2.09 %	2,486,372.70 2,471,677.19	104.59 0.46 %	2,562,548.10 14,291.67	1.26 % 90,870.91	Aaa AA+	2.27 2.21
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	101.30 0.60 %	1,013,039.00 13,750.00	0.50 % 13,039.00	Aaa AA+	0.55 0.54
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	3,300,000.00	10/05/2010 1.02 %	3,483,678.00 3,432,379.26	105.17 0.58 %	3,470,676.00 39,462.50	1.71 % 38,296.74	Aaa AA+	2.55 2.45
31331KHF0	FFCB Callable Note Cont 4/25/12 1.62% Due 4/25/2014	3,695,000.00	04/13/2011 1.62 %	3,694,630.50 3,694,684.10	100.65 1.36 %	3,719,095.10 25,938.90	1.83 % 24,411.00	Aaa AA+	2.57 0.75
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	101.03 0.49 %	1,010,315.00 9,375.00	0.50 % 10,315.00	Aaa AA+	0.59 0.58
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	100.16 0.83 %	1,001,573.00 8,086.81	0.49 % 1,573.00	Aaa AA+	0.12 0.12



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<b>AGENCY</b>									
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,292,969.10	103.44 0.60 %	4,447,739.40 27,006.39	2.18 % 154,770.30	Aaa AA+	2.67 2.60
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	100.60 0.32 %	1,005,998.00 5,694.44	0.49 % 5,998.00	Aaa AA+	0.28 0.27
3137EACD9	FHLMC Note 3% Due 7/28/2014	2,650,000.00	03/15/2010 2.41 %	2,714,577.85 2,691,742.80	106.64 0.63 %	2,825,869.90 13,912.50	1.39 % 134,127.10	Aaa AA+	2.83 2.71
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,059,748.74	106.85 0.67 %	4,274,128.00 3,000.00	2.09 % 214,379.26	Aaa AA+	2.98 2.86
3136FPLV7	FNMA Callable Note 1X 3/24/2011 1.57% Due 9/24/2014	2,025,000.00	09/26/2011 0.65 %	2,080,181.25 2,080,029.65	102.60 0.69 %	2,077,593.30 618.19	1.01 % (2,436.35)	Aaa AA+	2.99 2.92
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,109,861.29	105.99 0.69 %	4,345,725.30 39,163.54	2.14 % 235,864.01	Aaa AA+	3.14 3.00
3134G2EF5	FHLMC Callable Note 1X 1/26/12 2.1% Due 1/26/2015	2,065,000.00	04/04/2011 2.09 %	2,065,206.50 2,065,087.86	100.49 0.58 %	2,075,066.88 7,829.79	1.02 % 9,979.02	Aaa AA+	0.32 0.32
313370JB5	FHLB Note 1.75% Due 9/11/2015	3,600,000.00	08/04/2011 1.15 %	3,685,824.00 3,682,558.33	102.99 0.97 %	3,707,780.40 3,500.00	1.81 % 25,222.07	Aaa AA+	3.95 3.81
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,006,461.15	105.02 1.13 %	2,100,440.00 12,925.00	1.03 % 93,978.85	Aaa AA+	4.23 4.01
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	1,765,000.00	08/24/2011 1.22 %	1,825,645.40 1,824,291.22	103.07 1.29 %	1,819,208.44 2,255.28	0.89 % (5,082.78)	Aaa AA+	4.44 4.24
3135G0AL7	FNMA Note 2.25% Due 3/15/2016	2,875,000.00	07/25/2011 1.69 %	2,947,018.75 2,944,252.07	104.93 1.11 %	3,016,800.75 2,875.00	1.47 % 72,548.68	Aaa AA+	4.46 4.25
313372YS7	FHLB Note 2.45% Due 3/30/2016	2,150,000.00	07/07/2011 1.87 %	2,206,631.00 2,203,843.72	105.43 1.21 %	2,266,749.30 146.32	1.11 % 62,905.58	Aaa AA+	4.50 4.27
3137EACT4	FHLMC Note 2.5% Due 5/27/2016	3,475,000.00	06/14/2011 1.86 %	3,579,229.15 3,573,111.60	105.89 1.20 %	3,679,781.75 41,748.26	1.82 % 106,670.15	Aaa AA+	4.66 4.36
313373SZ6	FHLB Note 2.125% Due 6/10/2016	2,450,000.00	Various 1.51 %	2,519,339.50 2,517,555.69	103.31 1.39 %	2,531,006.80 20,391.14	1.25 % 13,451.11	Aaa AA+	4.70 4.43
3137EACW7	FHLMC Note 2% Due 8/25/2016	3,475,000.00	09/14/2011 1.19 %	3,610,316.50 3,609,117.68	103.53 1.26 %	3,597,625.80 6,950.00	1.76 % (11,491.88)	Aaa AA+	4.91 4.66
<b>Total Agency</b>		<b>80,345,000.00</b>	<b>1.77 %</b>	<b>82,387,284.40</b> <b>81,740,704.52</b>	<b>0.73 %</b>	<b>83,441,931.38</b> <b>417,360.00</b>	<b>40.94 %</b> <b>1,701,226.86</b>	<b>Aaa</b> <b>AA+</b>	<b>2.59</b> <b>2.41</b>
<b>CASH</b>									
90CASH\$00	Cash Custodial Cash Account	4,132,660.00	Various 0.00 %	4,132,660.00 4,132,660.00	1.00 0.00 %	4,132,660.00 0.00	2.02 % 0.00	NR NR	0.00 0.00
<b>Total Cash</b>		<b>4,132,660.00</b>	<b>N/A</b>	<b>4,132,660.00</b> <b>4,132,660.00</b>	<b>0.00 %</b>	<b>4,132,660.00</b> <b>0.00</b>	<b>2.02 %</b> <b>0.00</b>	<b>NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>



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<b>FDIC INSURED US CORPORATE</b>									
949744AA4	Wells Fargo & Company FDIC Guaranteed Note 3% Due 12/9/2011	3,050,000.00	03/12/2010 0.95 %	3,157,094.65 3,061,692.30	100.51 0.35 %	3,065,466.55 28,466.67	1.51 % 3,774.25	Aaa AA+	0.19 0.19
06050BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	3,310,000.00	Various 1.20 %	3,371,727.28 3,326,991.44	101.08 0.24 %	3,345,896.96 29,155.58	1.65 % 18,905.52	Aaa AA+	0.58 0.58
91160HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	5,070,000.00	Various 1.39 %	5,111,546.49 5,082,756.15	100.90 0.36 %	5,115,670.56 34,476.00	2.51 % 32,914.41	Aaa AA+	0.62 0.62
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	3,205,000.00	Various 1.26 %	3,344,909.12 3,249,132.10	102.12 0.25 %	3,272,962.03 30,670.07	1.61 % 23,829.93	Aaa AA+	0.71 0.70
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,682,349.71	102.18 0.34 %	3,724,278.75 21,515.63	1.83 % 41,929.04	Aaa AA+	1.23 1.21
<b>Total FDIC Insured US Corporate</b>		<b>18,280,000.00</b>	<b>1.23 %</b>	<b>18,708,987.67</b> <b>18,402,921.70</b>	<b>0.31 %</b>	<b>18,524,274.85</b> <b>144,283.95</b>	<b>9.11 %</b> <b>121,353.15</b>	<b>Aaa</b> <b>AA+</b>	<b>0.68</b> <b>0.67</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	20,108,821.98	Various 0.37 %	20,108,821.98 20,108,821.98	1.00 0.37 %	20,108,821.98 29,617.74	9.83 % 0.00	NR NR	0.00 0.00
<b>Total LAIF</b>		<b>20,108,821.98</b>	<b>0.37 %</b>	<b>20,108,821.98</b>	<b>0.37 %</b>	<b>20,108,821.98</b> <b>29,617.74</b>	<b>9.83 %</b> <b>0.00</b>	<b>NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MONEY MARKET FUND FI</b>									
431114701	Highmark Govt Money Market Fund	2,005,496.97	Various 0.00 %	2,005,496.97 2,005,496.97	1.00 0.00 %	2,005,496.97 0.00	0.98 % 0.00	Aaa AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>2,005,496.97</b>	<b>N/A</b>	<b>2,005,496.97</b>	<b>0.00 %</b>	<b>2,005,496.97</b> <b>0.00</b>	<b>0.98 %</b> <b>0.00</b>	<b>Aaa</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US CORPORATE</b>									
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	23.63 0.00 %	236,250.00 0.00	0.12 % (759,750.00)	NR NR	0.35 0.00
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,392,703.60	105.61 0.59 %	3,443,045.75 63,886.95	1.71 % 50,342.15	Aa2 AA	1.54 1.48
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,725,000.00	01/27/2011 1.00 %	1,767,624.75 1,754,976.15	102.04 0.81 %	1,760,158.95 14,590.63	0.87 % 5,182.80	Aa3 A+	1.60 1.56
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,667,574.94	100.61 1.04 %	2,681,371.10 1,832.19	1.31 % 13,796.16	Aa3 A+	1.87 1.84
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,841,506.55	108.02 0.83 %	1,857,987.01 22,790.00	0.92 % 16,480.46	A2 A	2.21 2.10
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,648.66	101.05 1.16 %	444,609.44 547.56	0.22 % 4,960.78	A2 A	2.42 2.37



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<b>US CORPORATE</b>									
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,473,000.00	Various 1.56 %	2,644,928.56 2,612,156.84	107.71 0.74 %	2,663,702.92 7,597.60	1.30 % 51,546.08	Aa1 AA	2.42 2.33
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 2,003,069.32	107.81 1.53 %	1,994,444.30 35,651.04	0.99 % (8,625.02)	A1 AA-	2.59 2.41
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,303,134.59	109.32 2.22 %	3,361,663.80 69,546.25	1.67 % 58,529.21	Aa2 AA+	2.62 2.40
61747YCF0	Morgan Stanley Note 6% Due 5/13/2014	2,370,000.00	Various 3.98 %	2,534,751.20 2,484,753.95	101.27 5.47 %	2,400,075.30 54,510.00	1.20 % (84,678.65)	A2 A	2.62 2.35
428236AV5	Hewlett Packard Company Note 4.75% Due 6/2/2014	1,700,000.00	01/27/2011 1.74 %	1,865,393.00 1,832,070.58	107.44 1.88 %	1,826,446.00 26,692.36	0.90 % (5,624.58)	A2 A	2.67 2.49
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 943,422.02	112.33 1.22 %	954,762.50 16,858.33	0.47 % 11,340.48	A2 A	3.13 2.87
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,661,879.18	106.26 1.49 %	1,732,008.66 17,590.42	0.85 % 70,129.48	A1 A+	3.20 3.00
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,613,761.99	105.90 1.27 %	2,679,156.16 16,557.45	1.32 % 65,394.17	Aa3 A-	3.30 3.12
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.34 %	2,584,656.00 2,578,376.79	102.47 2.91 %	2,612,877.90 18,607.92	1.28 % 34,501.11	Aa3 A+	3.31 3.08
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,558,642.29	104.20 3.41 %	2,579,046.53 16,981.25	1.27 % 20,404.24	A1 AA-	3.36 3.08
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,528,309.26	105.14 1.62 %	2,612,656.94 11,044.44	1.28 % 84,347.68	Aa2 AA+	3.37 3.18
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,579,399.73	107.36 2.71 %	2,533,660.61 5,192.00	1.24 % (45,739.12)	Aa3 A+	3.46 3.18
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,703,788.75	113.93 1.22 %	1,765,894.85 3,685.56	0.86 % 62,106.10	A1 AA	3.46 3.20
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 789,552.16	110.35 1.57 %	816,564.84 95.07	0.40 % 27,012.68	A2 A	3.50 3.26
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,666,198.60	100.30 1.55 %	2,677,993.98 20,006.46	1.32 % 11,795.38	A2 A	4.04 3.87
<b>Total US Corporate</b>		<b>42,118,000.00</b>	<b>2.28 %</b>	<b>44,606,051.11</b> <b>43,950,925.95</b>	<b>1.83 %</b>	<b>43,634,377.54</b> <b>424,263.48</b>	<b>21.51 %</b> <b>(316,548.41)</b>	<b>A1</b> <b>AA-</b>	<b>2.80</b> <b>2.62</b>
<b>US TREASURY</b>									
912828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,775,000.00	03/12/2010 1.00 %	4,051,944.29 3,850,562.66	102.51 0.20 %	3,869,816.68 71,088.99	1.92 % 19,254.02	Aaa AA+	0.58 0.57
912828HE3	US Treasury Note 4.25% Due 9/30/2012	3,775,000.00	03/12/2010 1.22 %	4,061,086.87 3,887,281.41	104.03 0.22 %	3,927,030.58 438.35	1.92 % 39,749.17	Aaa AA+	1.00 0.99
912828HM5	US Treasury Note 3.625% Due 12/31/2012	2,550,000.00	03/12/2010 1.35 %	2,708,785.88 2,621,003.08	104.23 0.24 %	2,657,778.30 23,360.56	1.31 % 36,775.22	Aaa AA+	1.25 1.22





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<b>US TREASURY</b>									
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	2,325,000.00	05/10/2010 1.65 %	2,411,188.48 2,376,685.92	105.03 0.33 %	2,441,975.40 26,756.45	1.21 % 65,289.48	Aaa AA+	2.09 2.02
912828NP1	US Treasury Note 1.75% Due 7/31/2015	4,050,000.00	04/06/2011 1.99 %	4,009,355.36 4,013,920.15	104.21 0.64 %	4,220,545.50 11,940.90	2.07 % 206,625.35	Aaa AA+	3.84 3.71
912828PE4	US Treasury Note 1.25% Due 10/31/2015	3,600,000.00	Various 1.35 %	3,584,379.25 3,585,511.65	102.12 0.72 %	3,676,219.20 18,831.52	1.80 % 90,707.55	Aaa AA+	4.09 3.96
912828PJ3	US Treasury Note 1.375% Due 11/30/2015	3,590,000.00	05/16/2011 1.63 %	3,549,905.00 3,553,173.61	102.59 0.74 %	3,683,117.42 16,589.04	1.81 % 129,943.81	Aaa AA+	4.17 4.03
912828PS3	US Treasury Note 2% Due 1/31/2016	3,505,000.00	05/16/2011 1.70 %	3,551,973.24 3,548,282.09	105.14 0.79 %	3,685,178.03 11,810.33	1.80 % 136,895.94	Aaa AA+	4.34 4.15
912828QA1	US Treasury Note 2.25% Due 3/31/2016	3,435,000.00	Various 1.33 %	3,578,212.10 3,571,595.16	106.31 0.82 %	3,651,576.75 211.17	1.78 % 79,981.59	Aaa AA+	4.50 4.29
<b>Total US Treasury</b>		<b>30,605,000.00</b>	<b>1.47 %</b>	<b>31,506,830.47</b> <b>31,008,015.73</b>	<b>0.53 %</b>	<b>31,813,237.86</b> <b>181,027.31</b>	<b>15.62 %</b> <b>805,222.13</b>	<b>Aaa</b> <b>AA+</b>	<b>2.94</b> <b>2.83</b>
<b>TOTAL PORTFOLIO</b>		<b>197,594,978.95</b>	<b>1.59 %</b>	<b>203,456,132.60</b> <b>201,349,546.85</b>	<b>0.84 %</b>	<b>203,660,800.58</b> <b>1,196,552.48</b>	<b>100.00 %</b> <b>2,311,253.73</b>	<b>Aa1</b> <b>AA</b>	<b>2.18</b> <b>2.05</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>204,857,353.06</b>			

## City of Moreno Valley

August 31, 2011

### COMPLIANCE WITH INVESTMENT POLICY

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

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



# Holdings Report Glossary

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

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

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

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

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

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

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

**Mkt Price** - The current fair value market price.

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

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

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

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

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

**Moody** - The Moody's rating for the security.



## Holdings Report Glossary (continued)

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

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

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

CITY OF MORENO VALLEY  
Treasurer's Cash and Investments Report

## BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of of Portfolio
<u>Wells Fargo</u>		<u>Community Facilities District 87-1 (IA-1)</u>								
special tax funds	22631800	money market fund	WF Govt Fund	09/30/11	10/01/11	1,022,280	0.01%	0.01%	1.00000	6.504%
reserve fund	22631804	money market fund	WF Govt Fund	09/30/11	10/01/11	1,028,915	0.01%	0.01%	1.00000	6.546%
admin exp acct	22631805	money market fund	WF Govt Fund	09/30/11	10/01/11	377	0.01%	0.01%	1.00000	0.002%
debt service acct	22631809	money market fund	WF Govt Fund	09/30/11	10/01/11	535,903	0.01%	0.01%	1.00000	3.409%
special tax funds	22631900	money market fund	WF Govt Fund	09/30/11	10/01/11	388,439	0.01%	0.01%	1.00000	2.471%
reserve fund	22631904	money market fund	WF Govt Fund	09/30/11	10/01/11	365,385	0.01%	0.01%	1.00000	2.325%
admin exp acct	22631905	money market fund	WF Govt Fund	09/30/11	10/01/11	8	0.01%	0.01%	1.00000	0.000%
						3,341,307				
<u>Wells Fargo</u>		<u>CFD # 5</u>								
Series B Revenue	22333500	money mkt fund	WF Govt Fund	09/30/11	10/01/11	6,303	0.01%	0.01%	1.00000	0.040%
Series A Principal	22333501	money mkt fund	WF Govt Fund	09/30/11	10/01/11	300	0.01%	2.71%	1.00000	0.002%
Series B reserve	22333503	money mkt fund	WF Govt Fund	09/30/11	10/01/11	527,635	0.01%	0.01%	1.00000	3.357%
Series A interest	22333504	money mkt fund	WF Govt Fund	09/30/11	10/01/11	127	0.01%	0.01%	1.00000	0.001%
						534,365				
						0				
<u>Wells Fargo</u>		<u>2007 Redevelopment Agency Tax Allocation Bonds Sereis A</u>								
debt service fund	22631700	money mkt fund	WF Govt Fund	09/30/11	10/01/11	2	0.01%	0.01%	1.00000	0.000%
						2				
<u>Wells Fargo</u>		<u>2005 Lease Revenue Bond</u>								
bond fund	18042800	money mkt fund	WF Govt Fund	09/30/11	10/01/11	188	0.01%	0.01%	1.00000	0.001%
reserve fund	18042804	money mkt fund	WF Govt Fund	09/30/11	10/01/11	2,992,828	0.01%	0.01%	1.00000	19.040%
construction fund	18042806	money mkt fund	WF Govt Fund	09/30/11	10/01/11	1,315,143	0.01%	0.01%	1.00000	8.367%
						4,308,159				
							27.408%			
<u>Wells Fargo</u>		<u>2007 Taxable Lease Revenue Bonds - Electric Utility</u>								
bond fund	22277600	money mkt fund	WF Govt Fund	09/30/11	10/01/11	2	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	09/30/11	10/01/11	6,847,148	0.01%	0.01%	1.00000	43.561%
cost of issuance	22277606	money mkt fund	WF Govt Fund	09/30/11	10/01/11	368,080	0.01%	0.01%	1.00000	2.342%
						7,215,230				
<u>Wells Fargo</u>		<u>Automall Refinancing</u>								
revenue fund	20350300	revenue	WF Govt Fund	09/30/11	10/01/11	60,128	0.01%	0.01%	1.00000	0.383%
reserve fund	20350303	reserve	WF Govt Fund	09/30/11	10/01/11	259,293	0.01%	0.01%	1.00000	1.650%
admin expenses	20350304	admin expenses	WF Govt Fund	09/30/11	10/01/11	26	0.01%	0.01%	1.00000	0.000%
						319,447				
<b>Totals</b>						15,718,510				

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	8,162,291
2	Principal & Interest Accounts	596,348
3	Debt Service Reserve Funds	6,585,077
4	Custody Accounts	0
5	Arbitrage Rebate Accounts	0
6	Other Accounts	374,794
<b>Total Fiscal Agent Funds</b>		15,718,510

## DEFERRED COMPENSATION FUNDS

### Nationwide

Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011
Liquid Savings	\$1,086,776	Drey SmCap I	5	N B Socially Responsive Fund	16,542
Nationwide Fixed (Part Time Employee)	525,354	American Century Balanced	28	DFA US Micro Cap Port	98,717
Liquid Savings (Part Time Employees)	287,372	Am Century Growth	44,717	Federated Kaufmann Fund	432,653
Certificates of Deposit 3 years	36,179	Am Century Select	79,366	Invesco Mid Cap Core Equity	18,833
Certificates of Deposit 5 years	78,652	Am Century Ultra	0	Nationwide Ret Inc Inst Svc	13,985
Bond Fund Of America	56,225	Vanguard Index 500	70,255	Nationwide InvDes Mod Cons Fund SC	46,314
Growth Fund of America	65,458	Vanguard Institutional Index	345,339	Nationwide InvDes Mod Aggr Fund	604,075
Investment Co. of America	23,754	Vanguard Wellington	14,295	Nationwide InvDes Aggr Fund	31,727
Income Fund of America	170,862	Vanguard Windsor II	42,836	Nationwide InvDes Mod Fd	387,656
Brown Cap Mgmt Inc SM Co	72,495	Vanguard Total Bond Index	222,388	Nationwide Inv Des Cons	83,016
Fidelity Independence	1,360	Washington Mutual Inv	37,660	Nationwide Large Cap Growth	37,880
Fidelity Equity Income	21,895	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	23,173
Fidelity Magellan	204,099	EuroPacific Growth	255,027	Nationwide US Sm Cap Val Ins Svc	1,317
JP Morgan Mid Cap Value A	135,695	Stable Fund C	2,277,031	YL Account	167,059
Fidelity Puritan	73,453	PBHG Growth Fund	0	Nationwide Dest 2020 Inst Svc	99,740
Fidelity Contrafund	235,629	DWS High Income Fund A	65,415	Nationwide Dest 2025 Inst Svc	61,726
Janus Fund	42,959	DWS Strategic Value	40,382	Nationwide Dest 2030 Inst Svc	0
Janus Advisor Forty	73,182	Oppenheimer Global Fund A	166,937	<b>Total Nationwide Deferred</b>	<b>\$8,977,493</b>

### ICMA

Fund	Market Value as of Sept 30, 2011	Fund	Market Value as of Sept 30, 2011
Aggressive Oppor.	\$134,695	VT Royce Premeir	3,338
International	145,452	VT Ranier Small/Mid Cap Eq	26,484
All Equity Growth	87,255	VT Fidelity Contrafund	144,174
Growth and Income	167,667	VT Vantagepoint Overseas Equity Index Fund	57,643
Broad Market	48,286	VT Fidelity Diversified International	46,033
500 Stock Index	54,705	VT Allianz NFJ Div Value	39,447
Equity Income	248,851	VT Legg Mason Value	1,502
Asset Allocation		VT Fidelity Puritan	4,440
Core Bond	23,998	VT Royce Value Plus Service	
Cash Management	26,090	VT TR Price Growth Stock Adv	14,082
Plus Fund	1,168,522	VT Nuveen Real Estate Secs	26,265
Savings Oriented	17,868	VT TR Price Small Cap Value	91,629
Conservative Growth	169,720	VT Vantagepoint MS Ret Inc	35,245
Traditional Growth	212,913	VT Vantagepoint Inflation Protected Securities	14,855
Long-Term Growth	284,448	VT Vantagepoint Select Value	1,577
Milestone 2010	12,417	VT Vantagepoint Mid/Sm Index	11,902
Milestone 2015	2,328	VT PIMCO Total Return	51,167
Milestone 2025	13,857	VT PIMCO High Yield	50,993
Milestone 2030	10,526	VT Harbor International Admi	11,104
Milestone 2035	14,734	VT Harbour Mid Cap Growth Admin	1,624
Milestone 2040	2,063		
Vantage Growth Fund	183,433	<b>Total ICMA</b>	<b>\$3,663,332</b>

### Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30, 2011
Total Nationwide	\$8,977,493
Total ICMA	3,663,332
<b>Total Deferred Compensation Plans</b>	<b>\$12,640,825</b>

### Summary by Investment Type

Investment Type	Market Value as of Sept 30, 2011
Savings Deposits and CD's	\$4,291,364
Mutual Funds	8,349,461
<b>Total Deferred Compensation Plans</b>	<b>\$12,640,825</b>

# BOND MARKET REVIEW

A MONTHLY REVIEW OF  
FIXED INCOME MARKETS



## WHAT'S INSIDE

- Market Summary ..... 1
  - Yield Curve
  - Current Yields
  
- Economic Round-Up. .... 2
  - Credit Spreads
  - Economic Indicators
  
- Is the U.S. Headed for Another  
Recession? ..... 3

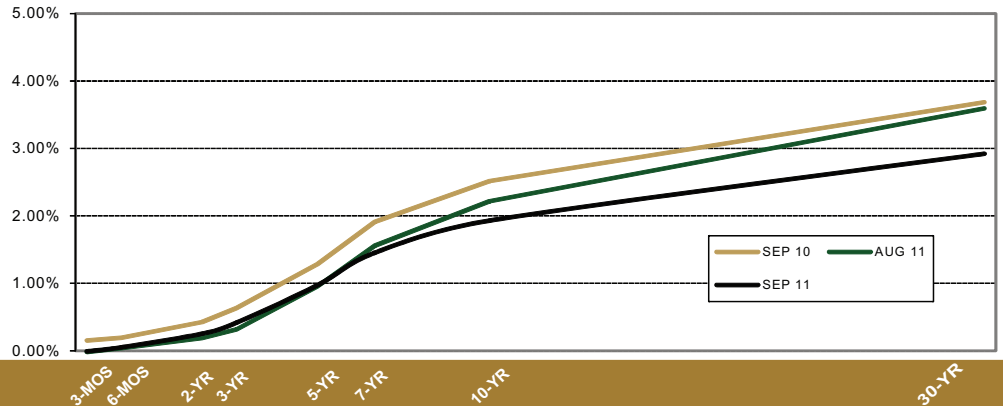
## Market Summary

Treasury yields in the long end of the curve moved lower in September driven by "Operation Twist," as well as concerns about a slowing global economy, equity market turmoil, and sovereign debt issues in the euro zone. Events in Europe have been the primary market mover over the past month, and the outcome of the sovereign debt crisis remains uncertain. Market participants are watching closely for a resolution.

Concerns about the domestic and global economy have been rising. Many investors have "fled to quality," cutting back on higher-risk securities in exchange for securities that are perceived as safer or more liquid, driven largely by fears of a pronounced slowdown in domestic and global economic growth. However, there have been some better than expected economic data points in recent weeks providing encouragement that the U.S. may not be headed for a recession. The September employment report was better than expected, as the economy added 103,000 jobs, and the previous two-month's totals were revised higher. The ISM manufacturing index and ISM non-manufacturing indices for September were also better than expected. Though components of these reports were mixed, the overall composite indices suggest that the economy continues to expand.

In September, the Fed announced that it would engage in a form of "Operation Twist" by extending the average maturity of its securities purchases. The FOMC intends to purchase, by the end of June 2012, \$400 billion of Treasury securities with remaining maturities of 6 years to 30 years and to sell an equal amount of Treasury securities with remaining maturities of 3 years or less. This program is intended to put downward pressure on longer-term interest rates in an effort to stimulate the economy. The Fed kept its target rate unchanged at 0%-0.25%, and affirmed that it expects to keep the fed funds rate exceptionally low through mid-2013. The Fed's message on the economy was more downbeat than the prior FOMC statement, as they noted, "there are significant downside risks" to the current economic environment. The next regularly scheduled FOMC meeting is November 1.

## A TWIST IN THE YIELD CURVE



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

YIELDS	9/30/11	8/31/11	CHANGE
3 Month	(0.01)	(0.02)	0.01
2 Year	0.25	0.19	0.06
3 Year	0.42	0.31	0.11
5 Year	0.97	0.95	0.02
7 Year	1.45	1.55	(0.10)
10 Year	1.93	2.22	(0.29)
30 Year	2.92	3.59	0.67

## Economic Roundup

### Consumer Prices

In August, the CPI showed that consumer prices increased 3.8% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 2.0% rate. Although some producer prices have begun to increase, prices on consumer goods are not expected to rise sharply in the months ahead. The Federal Reserve has noted that it is monitoring commodity price increases, but does not believe that they will flow through to sharply higher consumer prices.

### Retail Sales

In August, Retail Sales rose 7.2% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession and recent activity has been moderate; however, activity is still far short of the heights of the previous economic expansion as a weak job market and high energy prices restrain consumer spending.

### Labor Markets

The September employment report showed that the economy added 103,000 jobs and the previous two month's totals were revised higher by 99,000. The unemployment rate remained at 9.1%. This report was an improvement; nevertheless, the employment situation in the country remains poor. Even though the economic recovery is two years old, the pace of recovery in the labor market is extremely weak by historical standards, and is one of the primary reasons why the recovery has been tepid.

### Housing Starts

Single-family housing starts declined 1.4% in August to 417,000, compared to 423,000 in July. The housing market remains weak but seems to have stabilized following several years of sharp declines.

## Credit Spreads Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.38	0.32	0.06
2-year AA corporate note	0.55	0.58	(0.03)
5-year AA corporate note	0.69	0.82	(0.13)
5-year Agency note	0.42	0.45	(0.03)

Source: Bloomberg

Data as of 9/30/2011

## Mixed Economic Data

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(44.8) \$Bln JUL 11	(51.6) \$Bln JUN 11	(41.6) \$Bln JUL 10
GDP	1.3% JUN 11	0.4% MAR 11	3.8% JUN 10
Unemployment Rate	9.1% SEP 11	9.1% AUG 11	9.6% SEP 10
Prime Rate	3.25% SEP 11	3.25% AUG 11	3.25% SEP 10
CRB Index	298.15 SEP 11	342.57 AUG 11	286.86 SEP 10
Oil (West Texas Int.)	\$79.20 SEP 11	\$88.81 AUG 11	\$79.97 SEP 10
Consumer Price Index (y/o/y)	3.8% AUG 11	3.6% JUL 11	1.1% AUG 10
Producer Price Index (y/o/y)	6.5% AUG 11	7.2% JUL 11	3.3% AUG 10
Dollar / EURO	1.34 SEP 11	1.44 AUG 11	1.36 SEP 10

Source: Bloomberg

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

Page 2



# Is the United States Headed for Another Recession?

Over the past few weeks, concerns about the domestic and global economy have been rising. Many investors have “fled to quality”, cutting back on higher-risk securities in exchange for securities that are perceived as safer or more liquid, driven largely by fears of a pronounced slowdown in domestic and global economic growth. This has caused corporate bond spreads (in aggregate) to widen and has put downward pressure on the equity markets. According to the Bank of America Merrill Lynch U.S. Corporate Index, high-grade corporate bond option-adjusted spreads on average have widened roughly 100 basis points over the past three months, while the S&P 500 index has declined approximately 15% from its April 2011 peak. In the wake of volatile market activity, many investors are left wondering—is the U.S. headed for another recession?

In the U.S., the National Bureau of Economic Research (NBER) is seen as the authority for identifying recessions. The NBER defines an economic recession as “a significant decline in economic activity spread across the economy, lasting more than a few months, normally visible in real GDP, real income, employment, industrial production, and wholesale-retail sales.” Recessions are also often loosely defined by two successive quarters of negative GDP growth.

Though fears of a potential recession have been rising, current forecasts are not indicative of an impending recession. Market participants currently expect GDP growth of 1.8% and 2.2%, in the third and fourth quarters of 2011 respectively. In addition, GDP growth is expected to accelerate to 2.2% in 2012, up from an annualized estimated growth rate of 1.6% in 2011. Market participants are also currently forecasting a drop in the U.S. unemployment rate to 8.7% by the end of 2012 from an estimated rate of 9.1% in 2011. These estimates point to a modest re-acceleration in economic growth in 2012. However, there has been growing skepticism that the U.S. will meet these targets. Recently, several economists, including the Federal Open Market Committee, have lowered their GDP forecasts.

While financial markets may be sending ominous signals of a recession, we believe there are other key factors to examine when attempting to forecast the U.S. economic outlook. In the current environment, these are some of the economic data points we are watching with particular interest: employment, Europe's Sovereign Debt Crisis, U.S. Fiscal and Monetary Policy, the Index of Leading Economic Indicators, and manufacturing. In our view, trends in these data are likely to steer the direction of the U.S. economy.

Employment is one of the most critical factors affecting economic growth.

## Employment

Employment is one of the most critical factors affecting economic growth. The unemployment rate as of October 2011 was 9.1%, which remains high but marks a significant improvement from the third quarter of 2009 when the unemployment rate reached 10.1%. According to Bloomberg data, market participants expect a slow decline in the unemployment rate and are calling for a rate of 8.7% by the end of 2012.

We expect that an improving labor market will help to drive slow and steady economic growth. However, an increase in the unemployment rate or lack of new job creation could substantially hinder economic activity.

## Europe's Sovereign Debt Crisis

An exogenous shock to the U.S. economy, such as an unexpected European sovereign default or a failure in the European banking system, would have serious negative repercussions on our domestic economy. A sudden escalation of the crisis in Europe could lead to increased volatility in credit markets, which would inhibit companies' and individuals' ability to borrow funds. At this point, we expect that the sovereign debt crisis in Europe will be contained, and that much of the risk has already been priced into the markets, but we are monitoring the developments in Europe closely.

*(continued on next page)*

## Is the United States Headed for Another Recession? (continued)

### U.S. Fiscal & Monetary Policy

Given the already fragile state of the U.S. economy, any major changes to fiscal or monetary policy could have a meaningful impact on economic growth. The Fed has pledged to pursue an easy monetary policy through 2013, and continues to evaluate additional tools for stimulating economic activity. Federal Reserve Chairman Bernanke has also urged President Obama and Congress to take steps towards fostering economic growth and promoting job creation. Stalled by political gridlock, however, Congress continues to work toward developing a deficit reduction plan that would (hopefully) not derail the economy. A severe tightening in fiscal policy at this point would be detrimental to economic growth.

### Leading Economic Indicators

The Conference Board Leading Economic Index (LEI) is one of the most useful economic data points, in our view. The index is a composite of ten economic indicators that are believed to lead overall economic activity. Recently, the growth trend in the LEI has moderated, though it remained positive in the latest report (August) on both a monthly and year-over-year basis, suggesting that the economy remains in an expansionary phase. According to an economist at the Conference Board, the August LEI indicated that “there is growing risk that sustained weak confidence could put downward pressure on demand and business activity, causing the economy to potentially dip into recession. While the chance of that happening remains below 50-50, the odds have certainly increased in recent months.” The LEI for September will be reported on October 20. The consensus forecast calls for a 0.3% gain.

### Manufacturing

U.S. manufacturing had an impressive rebound over the past two years and was one of the strongest sectors of the economy during the recovery. The

Institute for Supply Management's (ISM) manufacturing index provides a useful snapshot of the manufacturing sector. The index is constructed such that any level at 50 or above signifies growth in the manufacturing sector; a level in the range of approximately 43-50 indicates that the U.S. economy is growing even though the manufacturing sector is contracting; and any level below 43 indicates that the economy is in recession. The ISM index has remained above 50 since August 2009. Though the index has recently moderated to 51.6, it continues to suggest that the manufacturing sector of the economy is in an expansionary phase. A substantial decline in the ISM index would increase the probability of a U.S. recession.

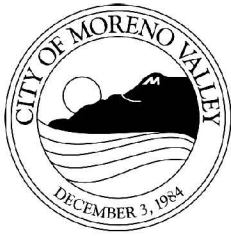
Given the already fragile state of the U.S. economy, any major changes to fiscal or monetary policy could have a meaningful impact on economic growth.

-Shelly Henbest  
*Credit Analyst*

#### RISKS AND OTHER IMPORTANT CONSIDERATIONS

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Fixed income investments are subject to interest, credit, and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions,



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE JOINT USE AGREEMENT FOR REPLACEMENT OF RIGHTS FOR DISTRIBUTION FACILITIES FOR SR-60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT  
PROJECT NO. 07-41570024

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the SR-60/Nason Street Overcrossing Improvements Project.
2. Authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney.
3. Authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney.

### **BACKGROUND**

The first phase of the SR-60/Nason Street Interchange Improvements Project is under construction. Improvements include reconstruction and realignment of the on- and off-ramps while providing a design that accommodates ultimate bridge widening improvements needed to serve anticipated future traffic demand. The second phase of improvements, the SR-60/Nason Overcrossing Bridge Project, provides for those ultimate improvements.

Caltrans requires that all conflicting utilities be relocated, including the relocation of SCE's facilities along Nason Street and SR-60. SCE has demonstrated that they have prior rights. Therefore, the interchange projects bear the relocation costs. As approved by the City Council on July 14, 2009, SCE relocated their distribution facilities from along SR-60 into Fir and Eucalyptus Avenues in an underground position. SCE placed interim service along overhead poles on Nason from Fir to SR-60 to facilitate staging while continuing to serve the freeway during the two Nason interchange projects.

SCE has completed relocation plans and has prepared related invoices that provide for permanent electrical service to lighting along SR-60 and street lights along Nason Street. This work is governed by a "Contract for Extension of Electric Distribution Line (Rule No. 15)", which was approved by the City Council on October 25, 2011.

On October 4, 2011, the City executed a Utility Agreement between the City and SCE for pole removal work along Nason Street. This Utility Agreement is required by Caltrans.

## **DISCUSSION**

Caltrans requires that all conflicting utilities be relocated, including the relocation of SCE's facilities along Nason Street and SR-60. A Joint Use Agreement identifies replacement rights between the City and SCE for electrical facilities at SR-60 and Nason Street. It is an SCE-required standard language agreement that is being finalized for this project. Due to the need to expedite the certification of right-of-way for this project, it is recommended that Council approve the agreement based on the attached sample agreement.

Because the SCE facilities need to be placed at final grade, the work is anticipated to be completed during the construction of the SR-60/Nason Overcrossing project.

## **ALTERNATIVES**

1. Approve a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the SR-60/Nason Street Overcrossing Improvements Project, authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney, and authorize the Public Works Director and/or City Engineer to execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Nason Overcrossing Improvements Project on schedule.*
2. Do not a Joint Use Agreement with Southern California Edison (SCE) to relocate SCE's facilities for the SR-60/Nason Street Overcrossing Improvements Project, do not authorize the City Manager to execute a Joint Use Agreement with SCE upon concurrence by SCE and the City subject to the approval of the City Attorney, and do not authorize the Public Works Director and/or City Engineer to

execute any subsequent related amendments to the agreement with SCE subject to the approval of the City Attorney. *This alternative will result in delaying the construction of needed utility relocations for the SR-60/Nason Overcrossing Improvements Project.*

**FISCAL IMPACT**

There is no fiscal impact related to this Joint Use Agreement with SCE. There is no cost to either the City or SCE to replace prior rights for electrical facilities.

**ANTICIPATED PROJECT SCHEDULE**

Complete Design and Right-of-Way .....	February 2012
Advertise Project* .....	June 2012
Begin Construction* .....	November 2012
Complete Construction* .....	June 2014

*\* Contingent upon completion of SR-60/Nason Interchange Ramp Project and Caltrans reprogramming of funds prior to advertisement*

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

This Joint Use Agreement identifies rights between the City and SCE to replace prior rights for the SR-60/Nason Interchange Improvement project.

**ATTACHMENTS**

Attachment "A" – Sample Joint Use Agreement

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

Department Head Approval  
 Rick Hartmann  
 Interim Public Works Director

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

Concurred By:  
 Barry Foster  
 Community & 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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SAMPLE

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
14799 CHESTNUT STREET  
WESTMINSTER, CA. 92683-5240  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WO# 7-7188,6777-7119  
RP File No. CAL07184614  
Serial No. 68431A  
Affects SCE DOC. 257385  
Service Order: 800279800

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter called "City",

WITNESSETH:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

Utility Agreement Nos. 10526, executed March 4, 1963 and No. 10526-1, executed January 14, 1963 and No. 10526-1-A, executed February 25, 1963, and No. 10526-1-B, executed July 2, 1963, and No. 10526-1-C, executed September 12, 1963, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Morrison Street, Fir Avenue, Nason Street and Eucalyptus Avenue in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Attachment "A"

**JOINT USE AGREEMENT**

S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions therein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that



**JOINT USE AGREEMENT**

S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

**SOUTHERN CALIFORNIA EDISON  
COMPANY, a corporation**

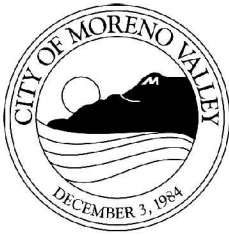
By \_\_\_\_\_  
Carol Brown  
Right of Way Agent  
Real Estate Operations Division  
Corporate Real Estate Department  
Operations Support

**CITY OF MORENO VALLEY, a municipal  
corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE AND AUTHORIZE CONSTRUCTION COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE SR-60/MORENO BEACH INTERCHANGE PROJECT (PHASE 1) -- PROJECT NO. 07-41570024

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California for the construction phase of the SR-60/Moreno Beach Interchange (Phase 1) project.
2. Authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California.
3. Authorize the Public Works Director and/or City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1514)," if needed, subject to the approval of the City Attorney.

### **BACKGROUND**

The Moreno Beach/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. The SR-60/Moreno Beach Interchange Phase 1 project will reconstruct the two eastbound ramps (on- and off-ramps) to SR-60, add an eastbound auxiliary lane, connect the west leg of Eucalyptus Avenue to Moreno Beach Drive, add a traffic signal at the eastbound ramps/Moreno Beach Drive intersection in addition to associated utility relocations and related improvements.

All of the proposed improvements are consistent with the City's General Plan and the City's Capital Improvement Plan approved by the City Council. The following is a list of milestones related to the preparation of plans and related activities for Phase 1 of the SR-60/Moreno Beach Interchange Improvement project:

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. On June 14, 2011, the City Council amended the agreement to provide for the design of Phase 1 as a separate construction project. Design has progressed to the 100% plan stage.

On January 13, 2009, the City Council approved the SR-60/Moreno Beach Interchange (Phase 1) project as an RDA Tax Allocation Bond-funded project.

Environmental revalidation for Phase 1 has been completed. Right-of-way acquisition and utility relocation designs for the project are currently under way.

## **DISCUSSION**

Because the project is within the State right-of-way, 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. 08-1514) in order to advertise, award, and administer the project's 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 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 by an amendment to terminate the agreement, 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. 08-1514)" with the State of California for the construction phase of the SR-60/Moreno Beach Interchange (Phase 1), authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California, and authorize the Public Works Director and/or City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1514)," if needed, subject to the approval of the City Attorney. *This alternative will allow for the construction of needed improvements.*
  
2. Do not approve the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California for the construction phase of the SR-60/Moreno Beach Interchange (Phase 1), do not authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1514)" with the State of California, and do not authorize the Public Works Director and/or City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1514)," if needed, subject to the approval of the City Attorney. *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). These funds have been allocated for SR-60/Moreno Beach Phase 1 improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

**FY 2011/2012 BUDGETED FUNDS**

Redevelopment Tax Allocation Bond Funds (Series A) (897.91731) .....	\$2,341,000
<b>Total Available Funds .....</b>	<b>\$2,341,000</b>

**FY 2011/2012 ESTIMATED COSTS**

Design, R/W and Utilities.....	\$2,341,000
<b>Total Estimated Costs.....</b>	<b>\$2,341,000</b>

**ANTICIPATED PROJECT SCHEDULE**

Design and R/W .....	March 2011 to February 2012
Caltrans Approval.....	March 2012 to June 2012
Advertise, Bid and Award .....	July 2012 to October 2012
Construction .....	November 2012 to October 2013

**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/Moreno Beach Interchange (Phase 1).

**ATTACHMENT**

Attachment "A" – Construction Cooperative Agreement (District Agreement No. 08-1514)

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

Department Head Approval  
Rick Hartmann  
Interim Public Works Director

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

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 or chartered city of the State of California, referred to as CITY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and CITY (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

### RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction capital phase to improve the eastbound ramp configuration at Moreno Beach Drive on State Route 60 (SR-60) in the City of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

For the purpose of this agreement, improvements to the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the City of Moreno Valley and construction of auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction capital phase of PROJECT will be referred to as OBLIGATIONS.

3. This agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding PROJECT.
4. Prior to this agreement, the CITY developed the Project Report; Plans, Specifications and Estimate; and the Right of Way Certification (Cooperative Agreement No. 8-1314).
5. CITY prepared the environmental documentation for PROJECT.
6. The estimated date for OBLIGATION COMPLETION is December 31, 2014.

7. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
8. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

### RESPONSIBILITIES

9. CITY is SPONSOR for 100% of PROJECT.
10. 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.
11. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
12. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.
15. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

### SCOPE

#### **Scope: General**

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The District Construction Division, with input from Structure Construction must approve the Quality Management Plan (QMP) before the encroachment permit for construction is issued.
18. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.



19. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary licensed, to perform the tasks assigned to them.
20. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
21. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER 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.
22. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
23. CALTRANS will issue, upon proper application, 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 any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
25. PARTNERS will hold all administrative drafts 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 PROJECT 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 OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

27. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
29. CITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. CITY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact 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 MANAGEMENT ACTIVITIES related to HM-2.
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 PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
34. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
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 OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

- 37. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.
- 38. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.
- 39. PARTNERS will ensure that any party hired to participate in OBLIGATIONS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below.

<b>Applicable Cost Principles and Administration Requirements</b>		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
<b>Organization Type</b>	<b>Cost Principles</b>	<b>Administrative Requirements</b>
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
<b>CFR (Code of Federal Regulations)</b>		
<b>OMB (Office of Management and Budget)</b>		
<b>Related URLs:</b>		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

- 40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
- 41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
- 42. 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 OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

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 auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

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.

43. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
44. PARTNERS 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, IMPLEMENTING AGENCY will promptly notify SPONSOR.  
  
IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.
45. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
46. If WORK stops for any reason, each PARTNER will continue to implement all of its 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.
47. Each PARTNER accepts responsibility to complete the activities that it selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.
48. Contract administration procedures shall conform to CALTRANS' Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
49. If the Resident Engineer is not also a registered Landscape Architect, CITY will furnish, at CITY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and

landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.

- 50. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771, including but not limited to preconstruction monumentation documents and a post construction Record of Survey). CITY shall also submit corrected full-sized hardcopy structure plans.

**Scope: Environmental Permits, Approvals and Agreements**

- 51. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	CITY	CITY	CITY	CITY	CITY	CITY
401 RWQCB	CITY	CITY	CITY	CITY	CITY	CITY
NPDES SWRCB	CITY	CITY	CITY	CITY	CITY	CITY
1602 DFG	CITY	CITY	CITY	CITY	CITY	CITY

**Scope: CONSTRUCTION**

- 52. CITY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California 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 SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

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

PARTNERS agree that CITY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in

Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. IMPLEMENTING AGENCY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$50,000.
- CALTRANS must approve 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 prior to implementing the CCO.
54. If the lowest responsible construction contract bid is greater than the funding commitment to 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 15 working days, this agreement will terminate.
55. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
56. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate 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.
57. CALTRANS will make SFM available at a CALTRANS-designated location after CITY requests SFM and pays CALTRANS' invoice for estimated SFM costs.
58. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for maintenance within PROJECT limits as part of the construction contract.
59. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.

### COST

#### **Cost: General**

60. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
61. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.

62. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
63. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
64. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
65. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
66. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
67. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
68. Independent of OBLIGATIONS COST, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
69. CALTRANS will provide encroachment permits at no cost to PARTNERS, their contractors, consultants and agents, and the following utility companies: Southern California Edison, Moreno Valley Utility, and Eastern Municipal Water District.
70. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
71. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.  
  
Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this agreement.  
  
If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.
72. The cost of non-IQA engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate

and the current Administration Rate. CALTRANS periodically adjusts the Program Functional Rate and the Administration Rate.

- 73. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
- 74. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
- 75. 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.

- 76. 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, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

- 77. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

- 78. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

**Cost: CONSTRUCTION Support**

- 79. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS COST until PARTNERS execute a separate maintenance agreement.
- 80. Each PARTNER listed below may submit invoices for CONSTRUCTION Support for source inspection:
  - CALTRANS may invoice CITY
- 81. PARTNERS will exchange funds for actual costs up to a maximum of \$65,000.



CALTRANS will invoice CITY for \$10,000 initial deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs for source inspection.

Thereafter, CALTRANS will submit to CITY monthly invoices for estimated monthly costs based on the prior month's actual expenditures.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

**Cost: CONSTRUCTION Capital**

82. The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice CITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

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

**SCHEDULE**

83. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN. The Project Manager must approve the PROJECT MANAGEMENT PLAN before the encroachment permit for construction is issued.

**GENERAL CONDITIONS**

84. PARTNERS understand that this agreement is 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 PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

85. 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.

86. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
87. 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 and/or its agents 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 and/or its agents under this agreement.

88. 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 and/or its agents 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 and/or its agents under this agreement.

89. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
90. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.
91. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
92. 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.
93. 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.

94. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER 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 may initiate dispute resolution.
95. 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 of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, 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 OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

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.

PARTNERS will file any civil complaints 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.

96. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
97. 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 PARTNERS will automatically sever those provisions from this agreement.
98. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
99. 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.
100. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
101. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, 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.

102. The following documents are attached to, and made an express part of this agreement:  
SCOPE SUMMARY, FUNDING SUMMARY.

## **DEFINITIONS**

**CALTRANS** – The California Department of Transportation

**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 (California Environmental Quality Act)** – The 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.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

**COST** – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.
- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST** – A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

**FUNDING SUMMARY** – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

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

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities included in this agreement.

**OBLIGATIONS COST** – See COST.

**OMB (Office of Management and Budget)** – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this agreement.

**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** – The undertaking to improve the eastbound ramp configuration at Moreno Beach Drive on SR-60 in the city of Moreno Valley and construct auxiliary lanes for the eastbound portion of the freeway between the Nason Street overcrossing and the Moreno Beach Drive overcrossing.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for **PROJECT**.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for **PROJECT**.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for **PROJECT**.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for **PROJECT**.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for **PROJECT**.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for **PROJECT**.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT COST** – See **COST**.

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

**QMP (Quality Management Plan)** – An integral part of the Project Management Plan that describes **IMPLEMENTING AGENCY**'s quality policy and how it will be used.

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

**SAFETEA-LU** – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

**SCOPE SUMMARY** – The attachment in which each **PARTNER** designates its 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)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

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

**WORK** – All scope activities included in this agreement.

### 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.
- Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:  
Jamal Elsaleh, Program/Project Management Office Chief  
464 W. Fourth Street  
San Bernardino, California 92401-1400  
Office Phone: (909) 383-6710  
Email: [jamal.elsaleh@dot.ca.gov](mailto:jamal.elsaleh@dot.ca.gov)

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

APPROVED

APPROVED

By: \_\_\_\_\_  
RAYMOND W. WOLFE, PhD  
Deputy District Director

By: \_\_\_\_\_  
HENRY GARCIA  
City Manager

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

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

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND PROCEDURE

By: \_\_\_\_\_  
LISA PACHECO  
District Budget Manager

By: \_\_\_\_\_  
ROBERT L. HANSEN  
City Attorney

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

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

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5	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	X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files	X	X	
			15		Pre-Construction Meeting	X	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	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	X	
		45			Relief From Maintenance Process	X	X	
		55			Final Inspection and Acceptance Recommendation	X	X	
		60			Plant Establishment Administration	X	X	
		65			Transportation Management Plan Implementation During Construction	X	X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work	X	X	
5	285				Contract Change Order Administration	X	X	
5	290				Resolve Contract Claims		X	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
4	300				Final Right of Way Engineering	X	X	

**FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type		CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
		City	Subtotals by Component					
LOCAL	CITY			\$8,800,000	\$450,000	\$450,000	\$8,800,000	\$9,250,000
				\$8,800,000	\$450,000	\$450,000	\$8,800,000	\$9,250,000

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## CITY CLERK'S OFFICE

### MEMORANDUM

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To: Mayor and City Council

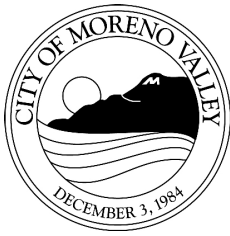
From: Kathy Gross, Executive Assistant I

Date: December 8, 2011

Subject: City Council Agenda of December 13, 2011, Item A19.  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF)  
EXPENDITURE PLAN FOR FY 2011-12 (Report of: Financial &  
Administrative Services Department)

Attached is a corrected staff report and attachment for the above-mentioned subject item. Please note that the changes made are highlighted in yellow.

c: Henry Garcia, City Manager  
Michelle Dawson, Assistant City Manager  
Bob Hansen, City Attorney



APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director

**AGENDA DATE:** December 13, 2011

**TITLE:** Supplemental Law Enforcement Services Fund (SLESF)  
Expenditure Plan for FY 2011-12

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12;
2. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 revenue budget (account 130.1300.4611) to reflect the total FY 2011-12 allocation of \$248,967; and
3. Approve an increase of \$48,967 to the SLESF Grant Fund FY 2011-12 expenditure budget (account 130.62890.6251.252) to reflect the FY 2011-12 planned expenditure of \$248,967.

### **BACKGROUND**

The Supplemental Law Enforcement Services Fund (SLESF) provides funds to support frontline law enforcement services. Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city." City Council's approval of the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 will meet this requirement.

## DISCUSSION

The City of Moreno Valley utilizes the SLESF grant to fund up to one (1) Career Criminal Apprehension Team (CCAT) Officer and one (1) Sheriff Service Officer (SSO). The City's FY 2011-12 SLESF allocation with beginning fund balance is \$248,967. This year's allocation will fund approximately .90 CCAT Officer and one (1) SSO. The General Fund will fund the remaining .10 CCAT Officer in its Special Enforcement Team (SET) budget.

Funding for the above positions was included in the FY 2011-12 budget using estimates based on the prior year SLESF allocation. Now that the actual allocation is known, staff is requesting City Council to approve the expenditure plan and to adjust the FY 2011-12 SLESF budget.

## ALTERNATIVES

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 and related budgetary adjustments. **Staff recommends this alternative.**
2. Do not approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 and related budgetary adjustments. **Staff does not recommend this alternative as it would jeopardize SLESF funding and impact law enforcement services.**

## FISCAL IMPACT

The recommended adjustments will increase the SLESF budgeted revenues and expenditures by \$43,625 as identified in the following table.

	<b>FY 2011-12 Adopted Budget</b>	<b>FY 2011-12 Adjusted Budget</b>	<b>Change Increase (Decrease)</b>
<b>SLESF Grant Fund</b>			
Grant Revenue	\$200,000	\$248,967	\$48,967
Expenditures	\$200,000	\$248,967	\$48,967

**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.

**SUMMARY**

The California Government Code requires City Council’s appropriation of Supplemental Law Enforcement Services Fund (SLESF) moneys for frontline municipal police services. Council’s approval of the attached Supplemental Law Enforcement Services Fund Expenditure Plan for FY 2011-12 will meet this requirement. The budgetary adjustments being requested will increase to the current FY 2011-12 appropriations for both SLESF revenues and expenditures by **\$48,967.**

**ATTACHMENTS/EXHIBITS**

Supplemental Law Enforcement Services Fund Expenditure Plan 2011-12.

Prepared By:  
Cynthia A. Fortune  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

Concurred By:  
John Anderson  
Chief of Police

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



Supplemental Law Enforcement Services Fund  
Expenditure Plan  
FY 2011-12

City Name City of Moreno Valley  
Riverside County

Beginning Fund Balance \$ 5,341.58

Current Year Allocation \$ 243,625.04

**Expenditures Planned**

Salaries and Benefits \$ 248,966.62

Services and Supplies \_\_\_\_\_

Equipment \_\_\_\_\_

Administrative Overhead \_\_\_\_\_

**Total Planned Expenditures** \$ 248,966.62

***Date approved by the City Council:*** 12/13/2011

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed.

\_\_\_\_\_  
City Manager

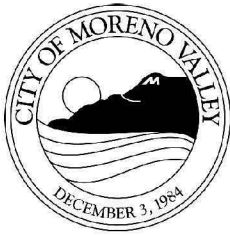
\_\_\_\_\_  
Date

Please provide the name of a contact person if there are any questions:

Cynthia A. Fortune - Financial Operations Division Manager  
Name/Title

(951) 413-3062  
Telephone

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

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## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director

**AGENDA DATE:** December 13, 2011

**TITLE:** Supplemental Law Enforcement Services Fund (SLESF)  
Expenditure Plan for FY 2011-12

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12;
2. Approve an increase of \$43,625 to the SLESF Grant Fund FY 2011-12 revenue budget (account 130.1300.4611) to reflect the total FY 2011-12 allocation of \$243,625; and
3. Approve an increase of \$43,625 to the SLESF Grant Fund FY 2011-12 expenditure budget (account 130.62890.6251.252) to reflect the FY 2011-12 planned expenditure of \$243,625.

### **BACKGROUND**

The Supplemental Law Enforcement Services Fund (SLESF) provides funds to support frontline law enforcement services. Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city." City Council's approval of the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 will meet this requirement.

## **DISCUSSION**

The City of Moreno Valley utilizes the SLESF grant to fund up to one (1) Career Criminal Apprehension Team (CCAT) Officer and one (1) Sheriff Service Officer (SSO). The City's FY 2011-12 SLESF allocation is \$243,625. This year's allocation will fund approximately .90 CCAT Officer and one (1) SSO. The General Fund will fund the remaining .10 CCAT Officer in its Special Enforcement Team (SET) budget.

Funding for the above positions was included in the FY 2011-12 budget using estimates based on the prior year SLESF allocation. Now that the actual allocation is known, staff is requesting City Council to approve the expenditure plan and to adjust the FY 2011-12 SLESF budget.

## **ALTERNATIVES**

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 and related budgetary adjustments. **Staff recommends this alternative.**
2. Do not approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2011-12 and related budgetary adjustments. **Staff does not recommend this alternative as it would jeopardize SLESF funding and impact law enforcement services.**

## **FISCAL IMPACT**

The recommended adjustments will increase the SLESF budgeted revenues and expenditures by \$43,625 as identified in the following table.

	<b>FY 2011-12 Adopted Budget</b>	<b>FY 2011-12 Adjusted Budget</b>	<b>Change Increase (Decrease)</b>
<b>SLESF Grant Fund</b>			
Grant Revenue	\$200,000	\$243,625	\$43,625
Expenditures	\$200,000	\$243,625	\$43,625

**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.

**SUMMARY**

The California Government Code requires City Council's appropriation of Supplemental Law Enforcement Services Fund (SLESF) moneys for frontline municipal police services. Council's approval of the attached Supplemental Law Enforcement Services Fund Expenditure Plan for FY 2011-12 will meet this requirement. The budgetary adjustments being requested will increase to the current FY 2011-12 appropriations for both SLESF revenues and expenditures by \$43,625.

**ATTACHMENTS/EXHIBITS**

Supplemental Law Enforcement Services Fund Expenditure Plan 2011-12.

Prepared By:  
Cynthia A. Fortune  
Financial Operations Division Manager

Department Head Approval:  
Richard Teichert  
Financial & Administrative Services Director

Concurred By:  
John Anderson  
Chief of Police

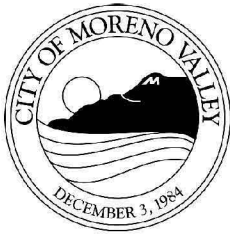
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	<i>AS</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>MJD</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPROPRIATION IN THE AMOUNT OF \$943,839 FOR FISCAL YEAR 2011-12 BUDGET

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

Approve the budget appropriation increase of \$943,839 (representing the carryover of certain projects not completed in the prior Fiscal Year) from the Community Development Block Grant (CDBG) Fund fund balance to Business Unit 73952 (CDBG Social Programs).

### BACKGROUND

On May 10, 2011, the City Council approved the Community Development Block Grant (CDBG) Annual Action Plan for Fiscal Year 2011-12 which detailed the CDBG & HOME Fiscal Year 2011-12 budget and funding allocations.

The CDBG & HOME Fiscal Year 2011-12 budget and funding allocations that were approved on May 10<sup>th</sup> did not include the carryover of \$943,839 budgeted but not spent during Fiscal Year 2010-11.

### DISCUSSION

In order to achieve the goals presented to Council for the CDBG Action Plans, the following projects will require additional budget appropriation:

1. New Business Incentive Program – this program is intended to attract major employers to locate within the TownGate, Centerpointe Business Park, and the

Moreno Valley Industrial areas, through loans, grants, or interest subsidies. The New Business Incentive Program is on-going.

2. Youth Opportunity Center (YOC) - this program offers youth access to an array of education services. The funding for the YOC will be used for tenant improvements. This project is anticipated to be completed by June 2012.
3. Lord's Gym - this organization is a non-profit organization aimed at providing young people in the community with safe outlets. The funding for the Lord's Gym will be used towards tenant improvements. This project is anticipated to be completed by June 2012.
4. Family Services Association (FSA) Facility – the FSA constructed a kitchen facility in the City's CDBG Target Area, where meals are prepared for the participants of its daycare centers. The funding for the FSA Facility is for tenant improvements, and will be allocated to FSA by January 2012.

## ALTERNATIVES

**Alternative 1** – Staff recommends that the City Council approve the appropriation of \$943,839 for the CDBG budget for Fiscal Year 2011-12. **Staff recommends this alternative.**

**Alternative 2** – Do not approve the appropriation of \$943,839 for the CDBG budget for Fiscal Year 2011-12. **Staff does not recommend this alternative because it would result in a failure to meet the budget commitments for Fiscal Year 2011-2012.**

## FISCAL IMPACT

The proposed appropriation has **NO** impact on the City's General Fund. CDBG funding must be used for eligible activities.

CDBG FISCAL YEAR 2011-2012 BUDGET APPROPRIATION						
<u>Fund</u>	<u>Business Unit</u>	<u>Object</u>	<u>Description</u>	<u>2011-12 Adjusted Budget</u>	<u>Additional Appropriation</u>	<u>2011-12 Revised Budget</u>
285	73952	6853	New Business Incentive Program	195,616	863,839	1,059,455
285	73952	6858	Youth Opportunity Center (YOC)	25,000	10,000	35,000
285	73952	6861	Lord's Gym	-	20,000	20,000
285	73952	6862	FSA Facility	25,000	50,000	75,000
<b>Total</b>				<b>245,616</b>	<b>943,839</b>	<b>1,189,455</b>

**CITY COUNCIL GOALS**

**1. REVENUE DIVERSIFICATION & PRESERVATION**

CDBG and HOME funds will enhance the City's ability to create a stable revenue base and fiscal policies that will support essential City improvements and services.

**2. PUBLIC SAFETY**

Many of the proposed CDBG and HOME projects and programs will directly or indirectly help to provide a secure environment for people and property in the community.

**3. POSITIVE ENVIRONMENT**

A positive environment for the development of Moreno Valley's future will be created through a variety of community-based CDBG and HOME programs and projects.

**4. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**

CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, Public Infrastructure Improvements and Housing Rehabilitation will help to preserve, rehabilitate and improve existing neighborhoods.

**SUMMARY**

On May 10, 2011, the City Council approved the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Annual Action Plan for Fiscal Year 2011-12 which detailed the CDBG & HOME Fiscal Year 2011-12 budget and funding allocations. The Annual Action Plan did not include the \$943,839 of carryover for CDBG funding budgeted but not spent in Fiscal Year 2010-11. Staff recommends that the City Council approve an additional appropriation in the amount of \$943,839 to Community Development Block Grant (CDBG) budget for Fiscal Year 2011-12 representing the carryover of certain projects not completed by June 30, 2011.

**NOTIFICATION**

None

**ATTACHMENTS/EXHIBITS**

None

Prepared By:  
Anochar Clark  
Sr. Financial Analyst

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
Richard Teichert  
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:



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** GRANT OF EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT FOR SEWER IMPROVEMENTS WITHIN CITY-OWNED PROPERTY LOCATED ON THE SOUTHWEST CORNER OF COTTONWOOD AVENUE AND NASON STREET

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Grant of Easement to Eastern Municipal Water District for sewer improvements to be located within City-owned property.
2. Authorize the Mayor to execute the Grant of Easement on behalf of the City.
3. Direct the City Clerk to forward the City executed Grant of Easement to Eastern Municipal Water District for execution.

### **BACKGROUND**

Moreno Valley Unified School District is proposing sewer improvements to Moreno Elementary School. The school is located on the north side of Cottonwood Avenue, west of Nason Street. At present the school is serviced by septic tanks. In order to improve existing conditions as well as accommodate future student population growth, it is prudent for the school to connect to an existing sanitary sewer system. The proposed point of connection is at the terminus of Larkspur Way within Tract Map No. 31212. The preferred sewer alignment due to topography and utility constraints will require the need for a sewer easement within City-owned property across the street from the school. Only a small portion (0.36 acres) of the City-owned property will be affected by the proposed sewer easement.

**DISCUSSION**

The proposed sewer alignment originates at Moreno Elementary School, runs easterly within Cottonwood Avenue, then southerly within the proposed sewer easement within the City-owned property to the easterly projected extension of Larkspur Way. The proposed sewer alignment adjoins the boundaries of a future water booster station site located on the City-owned property. The future booster station site was deeded to Eastern Municipal Water District just recently as part of a Relocation Agreement for an existing booster station between the City and Eastern Municipal Water District approved by City Council on July 26, 2011. The proposed sewer easement will also coincide with a recently approved 30-foot wide access easement which is located along the future booster station's east boundary. The access easement was granted to Eastern Municipal Water District for access to the future booster station site.

Moreno Valley Unified School District is planning to open bids in January for the Moreno Elementary School Sewer Improvement Project. Eastern Municipal Water District has tentatively scheduled a Board of Directors Meeting in January 2012 to accept the Grant of Easement from the City.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**NOTIFICATION**

Publication of Agenda

**ATTACHMENTS**

Attachment 1 – Grant of Easement

Prepared By  
Clement Jimenez, P.E.  
Senior Engineer

Department Head Approval  
Barry Foster  
Community & Economic Development Director

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

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\12-13-11 - Grant of Easement to EMWD for Moreno Elementary School Sewer Improvements.doc

RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:

Eastern Municipal Water District  
P.O. Box 8300  
Perris, CA 92572-8300

Attn: Right of Way Department

This Document Must Be Signed in Presence of  
Notary & Notarized.

APN: 487-470-013  
W.O: 12914  
RB- 5563

No Recording Fee Required Pursuant to Government Code Section 27383

**GRANT OF EASEMENT**

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

**CITY OF MORENO VALLEY, CALIFORNIA**

(hereinafter referred to as "Grantor") does hereby grant to **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, its successors and assigns (hereinafter referred to as "Grantee") a perpetual non-exclusive easement and right of way to construct, enlarge, reconstruct, remove and replace, operate, inspect, maintain, repair, improve and relocate, sewage transmission and collection facilities, including, but not limited to, gravity pipelines, pressure pipelines, manholes, connections, and appurtenant equipment for the collection and transmission of sewage, in, on, over, under, upon, along, through and across the property hereinafter described, together with reasonable right of access to and from said easement for the purpose of exercising the rights granted in said easement.

Said easement shall be in, under, over and across that certain property situated in the County of Riverside, State of California, described as follows:

**(SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF)**

The foregoing easement shall include:

- (a) The temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the term of the easement granted herein: and
- (b) The right to enter upon and pass and repass over and along said strip or strips of land, and to deposit tools, implements and other materials thereon by Grantee, its officers, agents and employees, and by persons under contract to construct said pipeline or pipelines, and their employees, whenever and wherever necessary for the purpose of exercising the rights herein granted.

Grantor retains the right to the use of the land described herein except as to any use in derogation of the easement contained herein, and specifically agrees that no trees shall be planted thereon and no buildings or other structures of any kind will be placed, constructed or maintained over the real property described herein. Any work by Grantor, or any one working through or under Grantor, affecting the surface or subsurface of the ground subject to this easement shall be performed only after giving written notice by certified mail, postage paid, addressed to Grantee at Grantee's office setting forth the proposed changes in detail. Such notice is to be given to the Grantee at least thirty (30) business days prior to commencement of such work and is subject to approval by Grantee.

Notwithstanding the foregoing, the surface of the ground with respect to the distance from the ground surface to the top of any pipes, as of the date of this easement, shall not be changed by any party other than Grantee, if it results in:

- (a) "Cutting" or removing the soil, which leaves less than forty-eight (48) inches of soil over the top of the pipe; and
- (b) "Hauling" in of soil or "filling" which will leave more than twelve (12) feet of soil over the top of any pipe.

It is understood that the permanent easements and the rights of way above described shall be acquired subject to the rights of the Grantor, Grantor's successors, heirs and assigns, to use the surface of the real property within the boundaries of such easements and rights of way. It is understood that any use of the surface rights by Grantor, and Grantor's successors, heirs and assigns, shall be deemed a continuing permissive use allowed by Grantee, its successors, heirs and assigns, and each successor-in-interest of the Grantor, by acceptance of a conveyance of said property or interest therein admits and agrees that any such use is a continuing permissive use. It is understood that each and every right and privilege hereby granted is free and alienable. Notwithstanding the foregoing, it is understood and agreed that this Grant of Easement shall not be construed as a Grant of Fee Title.

Grantee, its successors and assigns, shall restore, or cause to be restored, the surface or subsurface of the real property hereinabove described to the condition said property was in as of the time of performance of any enlargement, construction, reconstruction, removal and replacement, operation, inspection, maintenance, repair, improvement and relocation, and such restoration shall be performed with due diligence and dispatch.

IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR (S): CITY OF MORENO VALLEY,  
CALIFORNIA**

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

BY: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME & TITLE)

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

BY: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME & TITLE)



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Grant of Easement dated

\_\_\_\_\_, 20\_\_ from:

**CITY OF MORENO VALLEY, CALIFORNIA**

to the **EASTERN MUNICIPAL WATER DISTRICT**, a public agency of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Resolution No. 80 of the Board of Directors adopted on January 14, 1953, and the Grantee consents to the recordation thereof by its duly authorized officer or agent.

**EASTERN MUNICIPAL WATER DISTRICT**

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

**BY:** \_\_\_\_\_

**Rosemarie V. Howard, Secretary  
Of the Eastern Municipal Water District  
And the Board of Directors thereof**

**(SEAL)**

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**  
**EASTERN MUNICIPAL WATER DISTRICT**  
**SEWER EASEMENT**

**W.O. 12914**

**A.P.N.: 487-470-013**

**GRANTOR: CITY OF MORENO VALLEY, CALIFORNIA**

**LEGAL DESCRIPTION**

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 2 IN BLOCK 93 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE RECORDER CLERK OF SAN BERNARDINO COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 93 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY SUBDIVISION;**

THENCE SOUTH 89° 33' 02" EAST, ALONG THE NORTH LINE OF SAID LOT 2 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY SUBDIVISION, A DISTANCE OF 126.16 FEET,

THENCE LEAVING SAID NORTH LINE OF LOT 2, SOUTH 00° 00' 41" WEST, A DISTANCE OF 4.00 FEET TO THE **TRUE POINT OF BEGINNING;**

THENCE SOUTH 00° 00' 41" WEST, A DISTANCE OF 418.06 FEET;

THENCE NORTH 89° 12' 07" WEST, A DISTANCE OF 129.30 FEET, TO THE EASTERLY LINE OF TRACT NUMBER 31212, AS SHOWN BY MAP ON FILE IN BOOK 365, PAGES 21 THROUGH 26 INCLUSIVE, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID RIVERSIDE COUNTY;

THENCE SOUTH 00° 26' 17" WEST, ALONG SAID EASTERLY LINE OF TRACT NUMBER 31212, A DISTANCE OF 20.00 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 89° 12' 07" EAST, A DISTANCE OF 159.46 FEET;

THENCE NORTH 00° 00' 41" EAST, A DISTANCE OF 438.24 FEET TO SAID NORTH LINE OF LOT 2 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY SUBDIVISION;

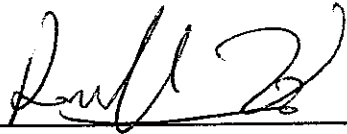
THENCE NORTH 89° 33' 02" WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING.**

EASTERN MUNICIPAL WATER DISTRICT  
EXHIBIT A: SEWER EASEMENT  
A.P.N.: 487-470-013  
GRANTOR: CITY OF MORENO VALLEY, STATE OF CALIFORNIA

THE ABOVE DESCRIBED LAND CONTAINS 15,732.2 SQ. FT. (0.36 AC.)

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR THE FOREGOING DESCRIPTION.

THIS DOCUMENT IS PREPARED BY ME, RONALD VELASCO, LS 7424, DATED MAY 24, 2011, IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT



\_\_\_\_\_  
RONALD VELASCO LS 7424  
EXP. 12-31-2011

Nov 08, 2011  
DATE



# EXHIBIT 'B'

PREPARED UNDER MY DIRECTION  
RONALD VELASCO LS 7424

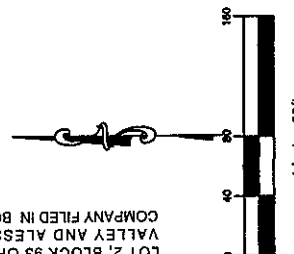
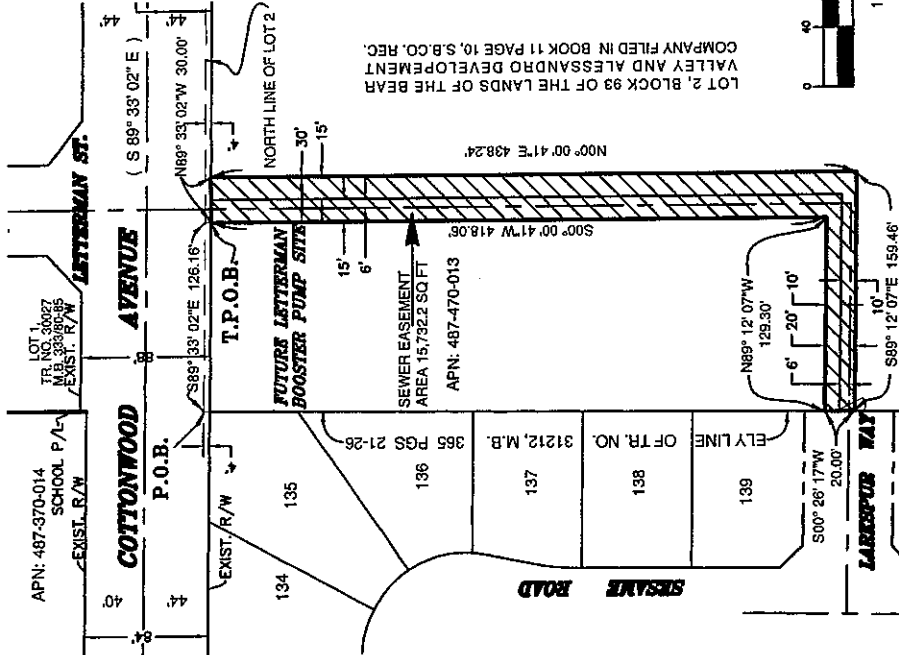


EXP. DATE 12-31-2011  
*Ronald Velasco*

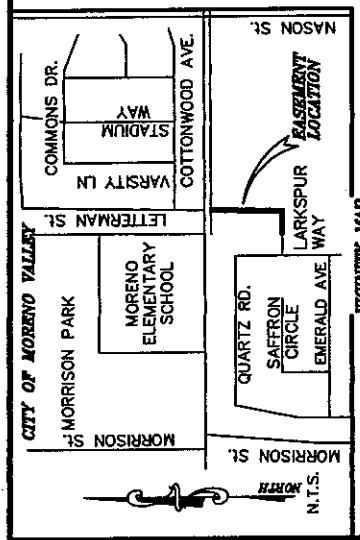
## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE OF COTTONWOOD AVENUE AS PER TRACT MAP NO. 31212 FILED IN BOOK 365, PAGES 21 THROUGH 28 INCLUSIVE OF MAPS, RIVERSIDE COUNTY RECORDS, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY

( ) INDICATES RECORD DATA PER TRACT MAP NO. 31212 RECORDED IN BOOK 365, PAGES 21 THROUGH 28 INCLUSIVE OF MAPS, RIVERSIDE COUNTY RECORDS.



NE 1/4, OF THE SE 1/4, OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN



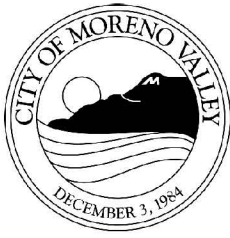
## PROPERTY DESCRIPTION

BEING A PORTION OF LAND IN LOT 2 IN BLOCK 93 OF THE LAND OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY SUBDIVISION IN SECTION 9, TOWNSHIP 3 SOUTH, RANGE 3 WEST SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGE 10, OF MAPS, SAN BERNARDINO COUNTY RECORDS.

**JL ENGINEERING**  
ENGINEERING TECHNOLOGY  
Civil/Structural Engineering • Planning • Land Surveying  
33335 N. Agua Dulce Cyn. Rd., #103, Agua Dulce, CA 91390  
Phone (861) 268-8899, www.jlengineering.com

NO.	DATE	INITIAL	REVISIONS	DESCRIPTION	APPR'D
REFERENCES					SCALE 1" = 80'
M.B. 365 / 21-28					DESIGNED R. VELASCO
M.B. 11 / 10 SAN BERNARDINO					DRAWN
					TRACED
					CHECKED
APPROVALS					INST. NO.
ENGINEERING					RIGHT OF WAY
EASTERN MUNICIPAL WATER DISTRICT					RIVERSIDE COUNTY, CALIFORNIA
E.M.W.D. GRANT OF EASEMENT PLAT					PROPERTY OF
CITY OF MORENO VALLEY, CALIFORNIA					APPROVED
EASTERN MUNICIPAL WATER DISTRICT					DATE
W.O. 12814					C.O.
COORD.					SHT 1 OF 1
					RB

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gmb</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** REVISIONS TO THE LIST PRICES FOR NINE SINGLE-FAMILY PROPERTIES IN THE RESIDENTIAL ACQUISITION, REHABILITATION AND RESALE PROGRAM

---

### RECOMMENDED ACTION

Staff recommends the City Council approve the reduction in the list prices for nine properties in the Neighborhood Stabilization Program Single-Family Residential Acquisition, Rehabilitation and Resale (NSP-ARR); and authorize the City Manager to approve additional list price adjustments, if necessary, based upon market conditions.

### BACKGROUND

In the fall of 2008, the City of Moreno Valley was awarded an allocation of \$11,390,116 as part of the Neighborhood Stabilization Program (NSP). On November 25, 2008, the City Council approved Moreno Valley's NSP and it was submitted to the U.S. Housing and Urban Development Department (HUD) for certification. Moreno Valley's NSP established the following three programs to adhere to HUD requirements, along with addressing the housing foreclosure challenges in the community.

- Acquisition, Rehabilitation and Resale (ARR) Program for Single-Family Residential
- Acquisition, Rehabilitation and Rental (ARR) Program for Multi-Family Rental Apartments
- Down Payment Home Buyer Assistance Program

In order to implement the NSP, on July 14, 2009, the City Council approved retaining Development Partners to work with the City in operating the NSP activities, along with establishing guidelines for the ARR programs. Four Single-Family and two Multi-Family Development Partners were authorized for Moreno Valley's NSP.

## DISCUSSION

The City of Moreno Valley adhered to all HUD requirements for NSP and successfully obligated all of its \$11.39 million allocation by HUD's required deadline of September 5, 2010. As part of that commitment Moreno Valley's NSP acquired a total of 43 single-family homes that were foreclosed and bank-owned properties. Additionally, through the NSP, two foreclosed apartment buildings — with a total of 27 multi-family units were purchased and will be rehabilitated and rented as affordable housing opportunities.

As NSP properties are resold, the City reinvests the proceeds from the sale into rehabilitating additional foreclosures in Moreno Valley. So far, many of the single-family homes acquired as part of Moreno Valley's NSP have been rehabilitated and re-sold to homebuyers meeting the NSP's established income and homebuyer qualifications. Some properties are currently in escrow, but nine homes have been completely rehabilitated and have been marketed for resale, but have remained unsold for extended periods of time- for more than a year in some cases. These properties have already had multiple price adjustments downward because of a lack of buyer interest, and changing market conditions.

The nine properties include the following locations:

<u>Property Address</u>	<u>Current List Price</u>	<u>Proposed List Price</u>
14138 Rio Bravo Drive	\$159,900	\$150,000
15438 Casa Grande Street	\$194,000	\$150,000
23874 Hemlock Avenue	\$ 90,500	\$ 85,500
25860 Parsley Avenue	\$140,000	\$130,000
22852 Pahute Drive	\$149,000	\$135,000
14958 Curry Street	\$140,000	\$130,000
13711 Flaming Arrow Drive	\$135,000	\$125,000
25263 Drake Drive	\$169,900	\$160,000
24330 Mount Russell Drive	\$124,900	\$120,000

To properly adjust to the changing local real estate market and avoid having these homes that have already been rehabilitated sitting on the market indefinitely, staff is recommending that the list price of each of these nine remaining properties be adjusted to reflect the current market conditions. The proposed prices were determined by using the most current comparable sales data available for each property. Please note that when the properties sell at the proposed prices, the resulting City subsidy will be in excess of the existing \$56,000 subsidy limit in NSP Guidelines established by the City. However, the reduction in price is aimed at producing a faster sale and, thereby, limiting the ongoing expenses the City is now being forced to support.

Staff believes the recommended revision to the sales prices of these nine properties is warranted and appropriate given of the changing real estate market. Please note that HUD and NSP requirements have no established subsidy limit. The revised list prices



for these nine properties provide a fair and effective way for Moreno Valley to work with Development Partners in reselling these NSP homes in a timely manner.

**ALTERNATIVES**

1. Alternative 1. Authorize that the list price for the remaining nine properties (shown in table 1) be adjusted to reflect the current market conditions, and authorize the City Manager to approve additional list price adjustments based upon market conditions, if necessary. **This alternative adheres to HUD’s requirements, as well as allows for the timely resale of NSP properties, and limits the ongoing expenses incurred by the City during the holding period.**
  
2. Alternative 2. Reject or modify the list price for the remaining nine properties (shown in table 1) and not authorize the City Manager to approve additional list price adjustments based upon market conditions, if necessary. **This alternative could hinder Development Partners ability to properly price homes for resale and cause NSP properties to sit vacant and unsold for longer periods of time, as well as, generate an increase in ongoing expenses incurred by the City.**

**FISCAL IMPACT**

The NSP program is fully funded by the federal grant and has NO impact on the City’s General Fund. The proposed list price adjustment has NO fiscal impact on the NSP grant, but does potentially impact the total number of houses to be acquired and rehabilitated. Any price adjustments and subsidy increase for NSP properties will be accounted for with program income.

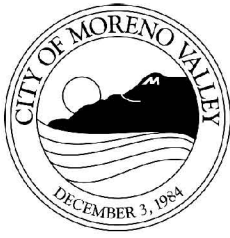
<u>Fund</u>	<u>Business Unit No./Name</u>	<u>Estimated Amount</u>
00197	19710	No change

Prepared By:  
Shaniqua Freeman  
Housing Program Administrator

Concurred By:  
Barry Foster  
Community & 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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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE PROGRAM

---

### RECOMMENDED ACTION

Staff recommends that the City Council of the City of Moreno Valley:

1. Adopt Resolution No. 2011-118 authorizing the City's participation in Riverside County's Mortgage Credit Certificate Program, and
2. Authorize the Community & Economic Development Director to certify the status of the City's Housing Element.

### BACKGROUND

The City of Moreno Valley is a current participant in the County of Riverside's Mortgage Credit Certificate ("MCC Program"), which assists families with the purchase of their first home. The City of Moreno Valley has successfully participated in the MCC Program for several years. In the most recent funding cycle, six Moreno Valley families became first-time buyers through the MCC Program.

Due to the level of demand and the success of this program in assisting first-time homebuyers, the County is applying to the California Debt Limit Allocation Committee ("CDLAC") for new Mortgage Credit Certificate bond allocation. The County of Riverside ("County") has extended an invitation to the City of Moreno Valley to continue participating in the program. As a participating city, lenders are able to make loans available to MCC-eligible low-to-moderate income, first-time homebuyers purchasing a home in Moreno Valley.

The MCC Program entitles qualified homebuyers ("borrowers") to reduce the amount of their federal income tax liability by an amount equal to a fifteen percent (15%) of the interest paid during the year on a home mortgage loan. Since the taxes paid by the

borrower(s) are reduced, their annual take-home pay is effectively increased. The tax credit allows the homebuyer to qualify for a larger mortgage loan by increasing the effective income of buyer.

Many types of ownership housing is eligible for the MCC Program including foreclosures, new and resale single-family, manufactured homes, townhomes and condominiums. The only exclusion from this program is the purchase of a property which contains more than one unit. The MCC program may be partnered with the City of Moreno Valley's Homebuyer Assistance Program. However, homebuyers can also qualify for the MCC Program on their own through their lender without the City's down payment assistance.

### **DISCUSSION**

Pursuant to the Tax Reform Act of 1986 that established the Mortgage Credit Certificate Program and Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq., the Riverside County Board of Supervisors has authorized the County Economic Development Agency ("EDA") to apply to the California Debt Limit Allocation Committee for an allocation of Mortgage Credit Certificates.

To be included in the next funding cycle, the County must provide a resolution from the City that grants the County authority to operate the MCC Program within Moreno Valley. Adoption of the attached resolution (Attachment A) is necessary for the City to continue participation in the County's MCC Program.

### **ALTERNATIVES**

1. Adopt Resolution No. 2011-118 providing for the City of Moreno Valley to remain a participant in the Riverside County Mortgage Credit Certificate Program. This will allow income-qualified first-time homebuyers to have an additional resource when purchasing a home in the City.
2. Decline the adoption of Resolution No. 2011-118 approving the City of Moreno Valley as a participant in the Riverside County Mortgage Credit Certificate Program. If Resolution No. 2011-118 is not adopted, mortgage lenders will be prohibited from utilizing the MCC Program for homes located in Moreno Valley.

### **FISCAL IMPACT**

There is no impact to the City's General Fund or the Community Redevelopment Agency budgets. Potential homebuyers qualify through a lender to receive the MCC directly from the County.

**CITY COUNCIL GOALS**

Community Image, Neighborhood Pride and Cleanliness. The MCC Program promotes a sense of community pride and foster an excellent image about our City by providing additional affordable homeownership opportunities.

**NOTIFICATION**

The public has been notified through the publication of the agenda. Staff has notified the Riverside County EDA via e-mail communication.

**ATTACHMENTS/EXHIBITS**

Attachment A - Resolution No. 2011-118

Prepared By  
Shaniqua Freeman  
Housing Program Coordinator

Department Head Approval  
Barry Foster  
Community & 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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RESOLUTION NO. 2011-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE (MCC) PROGRAM.

**WHEREAS**, the Tax Reform Act of 1986 established the Mortgage Credit Certificate Program ("MCC Program") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

**WHEREAS**, pursuant to Division 31, Part 1, Chapter 3.5, Article 3.4 of the California Health and Safety Code Sections 50197 et seq., local issuers are authorized to issue Mortgage Credit Certificates ("Certificates") and administer MCC Program; and

**WHEREAS**, the Riverside County Board of Supervisors adopted Resolution No 87-564 on December 22, 1987 establishing a Mortgage Credit Certificate Program; and

**WHEREAS**, the Riverside County Board of Supervisors has authorized the Riverside County Economic Development Agency ("EDA") to administer the MCC Program pursuant to the applicable federal, state and local policies and procedures, and to enter into those agreements necessary for administration of the MCC Program; and

**WHEREAS**, the County of Riverside ("County") will be applying to the California Debt Limit Allocation Committee ("CDLAC") for a mortgage credit certificate allocation in March 2012; and

**WHEREAS**, the City of Moreno Valley ("City") wishes to participate in the MCC Program administered by the EDA in connection with mortgage loans that will be made available for the acquisition of new and existing single-family housing in Riverside County; and

**WHEREAS**, the adoption of this resolution is necessary to include the City of Moreno Valley as a participating unit of general government under County's MCC program; and

**WHEREAS**, the City agrees to cooperate with the County to undertake the MCC program within City jurisdiction to assist persons or households of limited income to purchase new and existing single family residences located in the city; and

ATTACHMENT A

Resolution No.2011-118  
Date Adopted: December 13, 2011

**WHEREAS**, the City by adopting this Resolution, hereby gives notice of its election to participate in the Riverside County MCC Program.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Moreno Valley as follows:

The City of Moreno Valley agrees

1. to participate in the MCC Program administered by the EDA in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County;
2. to assist the County of Riverside to market the MCC Program within the City's jurisdictional boundary by publishing a general public notice in the local newspaper at least twice a year.

APPROVED AND ADOPTED this 13th day of December, 2011.

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

Resolution No.2011-118  
Date Adopted: December 13, 2011



**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE     ) ss.  
CITY OF MORENO VALLEY    )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-118 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of December, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

CITY CLERK

Resolution No.2011-118  
Date Adopted: December 13, 2011

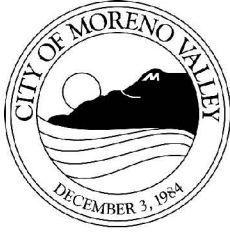
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**MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Sen</i>
CITY MANAGER	<i>ms</i>

## **Report to City Council**

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**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** CERTIFICATION OF SPECIAL ELECTION RESULTS FOR COMMUNITY FACILITIES DISTRICT NO. 1—ANNEXATION 2011-31

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### **RECOMMENDED ACTION**

Staff recommends that the City Council, acting in its capacity as President and Members of the Board of Directors of the CSD and as the legislative body of Community Facilities District No. 1 approve and adopt Resolution No. CSD 2011-25; a Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the results of an election and adding property to Community Facilities District No. 1 ("CFD No. 1" or "District") for Annexation No. 2011-31.

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

N/A

### **BACKGROUND**

The Moreno Valley Community Services District established zones to allocate the cost of benefits to parcels that receive special services. The CSD Zone A program funds the maintenance of parks, park facilities, and multi-use trails, as well as recreation program services, to serve the citizens of Moreno Valley. The CSD Zone A charge has remained fixed at \$87.50 per parcel (per Dwelling Unit [DU] for apartments) since fiscal year ("FY") 1992/93. The Zone A charge was not sufficient to fund the existing parks and community services operations in addition to future parks.

To address this budgetary issue, on July 8, 2003, the CSD Board of Directors (“CSD Board”) conducted a public hearing to establish CFD No. 1, authorized the levy of a maximum special tax, and authorized future annexations to the District. The maximum special tax provides a means to finance additional services, including maintenance and/or repair of parks and park improvements, and all efforts by Park Rangers for CFD No. 1 park facilities developed since the formation of the District.

Tentative Tracts 30924, 30998, and 31050 formed the original District. Since District formation, thirty (30) annexations, representing 63 residential development projects, have taken place. Special elections for annexations to CFD No. 1 are conducted in compliance with the Mello-Roos Community Facilities Act of 1982. A public hearing for a future annexation area was held on July 8, 2003; as a result a public hearing is not required for each annexation.

### **DISCUSSION**

As part of “The Mello-Roos Community Facilities Act of 1982,” certification must be made as to the number of persons, if any, that are registered to vote within the proposed annexation area. On October 28, 2011, the Office of the Riverside County Registrar of Voters confirmed that there were no registered voters residing at Assessor Parcel Numbers 481-281-059, 481-281-060, and 481-322-045 (the “Parcels”). Having fewer than twelve registered voters will allow for a special election of the landowners to be conducted.

Ballot materials were mailed on November 3, 2011 to the property owner of the Parcels. The ballot materials included a cover letter, instructions to the property owner, a Consent and Waiver form, Rate and Method of Apportionment of Special Tax, official ballot, ballot envelope, and a postage-paid envelope for returning the ballot. The completed Consent and Waiver form and ballot were scheduled to be returned to the Secretary of the Board by 5:00 p.m. on November 14, 2011.

In order to conduct the CFD election before the 90–180 day time limit, the CSD must obtain property owner approval on the Consent and Waiver form to shorten the time for conducting a special election on property proposed to be annexed to CFD No. 1. The property owner of the Parcels gave consent to shorten the time for conducting the special election.

After 5:00 p.m. on November 14, 2011, following the determination of the adequacy of the Consent and Waiver form, the ballot was canvassed and the property owner of the Parcels approved the annexation to CFD No. 1 and authorized the CSD to levy the special tax within the territory shown on the Annexation Map. The attached Resolution includes a Certificate of Election Official and Statement of Votes Cast (Exhibit A) along with an Annexation Map for the territory being annexed to the District (Exhibit B).

## **ALTERNATIVES**

1. **Adopt the CSD Resolution** to certify the results of the special election to allow territory to be annexed to CFD No. 1. *The Parks and Community Services Department shall have funding to be able to accept new parks and multi-use trail facilities into the CSD park system.*
2. **Do not adopt the CSD Resolution** certifying the results of the special election to allow territory to be annexed to CFD No. 1. *By declining to adopt the attached Resolution, the CSD is unable to annex the Parcels to CFD No. 1 or levy the annual special tax on the property tax bill. This shall restrict funding for the maintenance and public safety of parks and multi-use trails that have been constructed since District formation.*

## **FISCAL IMPACT**

The FY 2011/12 maximum special tax rate is \$146.12 per dwelling unit. The maximum special tax is subject to an annual inflation adjustment by the percentage increase for the prior fiscal year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics or by two percent (2%), whichever is greater. The annual special tax is collected on the Riverside County property tax bills.

When developed, the Parcels shall represent 58 dwelling units. Calculated at the FY 2011/12 maximum special tax rate, said APNs shall contribute \$8,474.96 of special tax revenue. CFD No. 1 special taxes are restricted for the maintenance and operation of CFD No. 1 park facilities.

## **CITY COUNCIL GOALS**

### **Revenue Diversification and Preservation**

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

### **Public Facilities and Capital Projects**

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

## **SUMMARY**

The property owner of the Parcels approved the annexation to CFD No. 1, which included authorization of a levy of a special tax to fund the ongoing maintenance services of CFD No. 1 park facilities. Annexation to CFD No. 1 generates special tax that preserves CSD Zone A funds for the maintenance of existing parks and recreation programs.

**NOTIFICATION**

On November 3, 2011, ballot materials for the annexation to CFD No. 1 were mailed to the property owner of the Parcels. Notification in a newspaper was not necessary for this annexation since a public hearing on the future annexation area for CFD No. 1 was previously held.

**ATTACHMENTS**

Attachment 1: CSD Resolution certifying the result of the election for Annexation No. 2011-31 and adding property to CFD No. 1

Prepared by:  
Jennifer Terry,  
Management Analyst

Department Head Approval:  
Rick Hartmann,  
Interim Public Works Director

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Mike McCarty,  
Parks & Community Services Director

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

W:\SpecialDist\Special Dist Administration\Community Facilities Districts CFD\CFD 1 Neighborhood Parks\Annexations\Annexation 2011\_31 Hemlock Family Apartments\Staff Report for CFD No. 1 Annexation 2011\_31.doc



RESOLUTION NO. CSD 2011-25

RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING THE RESULT OF AN ELECTION AND ADDING PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 1

WHEREAS, the BOARD OF DIRECTORS of the MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA ("Board of Directors"), previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The existing Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 1 ("District"); and,

WHEREAS, the legislative body has established a procedure to allow and provide for future annexations to the District and the territory proposed to be so annexed in the future was designated as COMMUNITY FACILITIES DISTRICT NO. 1, FUTURE ANNEXATION AREA; and

WHEREAS, at this time the unanimous consent to the annexation of certain territory to the District has been received from the property owner of such territory, and such territory has been designated as ANNEXATION NO. 2011-31 ("Annexed Area"); and

WHEREAS, less than twelve (12) registered voters have resided within the territory of Annexed Area for each of the ninety (90) days preceding October 28, 2011, therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record as of October 28, 2011, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within such Annexed Area; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within the Annexed Area to the qualified electors of the Annexed Area and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the Annexed Area; and

WHEREAS, the Secretary of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley has caused a ballot to be distributed to the qualified elector of the Annexed Area, has received and canvassed such ballot and made a report to this Board of Directors regarding the result of such

canvass, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measure has been voted upon and such measure did receive unanimous vote of the qualified elector, and this Board of Directors desires to declare the result of the election; and

WHEREAS, a map showing the Annexed Area and designated as Annexation Map No. 2011-31 ("Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, has been submitted to this legislative body.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Findings. This legislative body does hereby further determine as follows:

A. The unanimous consent to the annexation of the Annexed Area to the District has been given by the owner of the Annexed Area and such consent shall be kept on file in the Office of the Secretary of the Board of Directors.

B. Less than twelve (12) registered voters have resided within the territory of Annexed Area for each of the ninety (90) days preceding October 28, 2011, therefore, pursuant to the Act the qualified electors of the Annexed Area are to be the "landowner" of such Annexed Area as such term is defined in Government Code Section 53317(f).

C. The qualified elector of the Annexed Area has unanimously voted in favor of the levy of special taxes within the Annexed Area upon its annexation to the District.

SECTION 3. Annexed Area. The boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this legislative body.

SECTION 4. Declaration of Annexation. This legislative body does hereby determine and declare that the Annexed Area is now added to and becomes a part of the District. The Board of Directors of the Community Services District, acting as the legislative body of the District, is hereby empowered to levy the authorized special tax within the Annexed Area.

SECTION 5. Notice. Immediately upon adoption of this Resolution, notice shall be given as follows:

A. A copy of the Annexation Map as approved shall be filed in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

B. An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

SECTION 6. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 13<sup>th</sup> day of December, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of President of the  
Moreno Valley Community Services District

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Moreno Valley  
Community Services District

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Moreno  
Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF MORENO VALLEY )

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that CSD Resolution No. 2011-25 was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 13th day of December, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

\_\_\_\_\_  
SECRETARY

(SEAL)



# ANNEXATION MAP NO. 2011-31 COMMUNITY FACILITIES DISTRICT NO. 1 MORENO VALLEY

COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY CLERK OF THE CITY OF MORENO VALLEY, A RESOLUTION NO. \_\_\_\_\_, FILED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY CLERK OF THE CITY OF MORENO VALLEY, A RESOLUTION NO. \_\_\_\_\_, FILED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY

RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_, IN BOOK \_\_\_\_\_ OF MAPS, PAGES \_\_\_\_\_ ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ DOCUMENT NO. \_\_\_\_\_

LARRY WARD, RIVERSIDE COUNTY ASSESSOR-CLERK-RECORDER

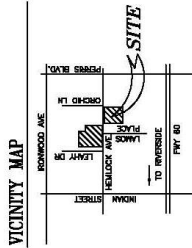
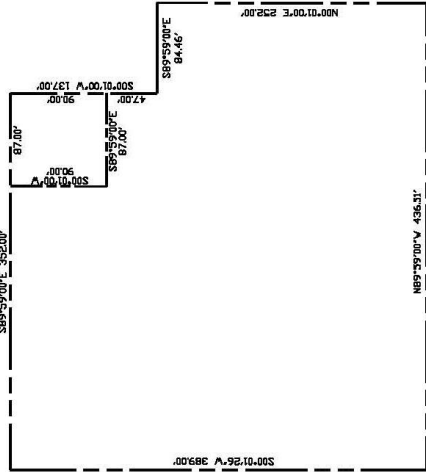
BY: \_\_\_\_\_ DEPUTY

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MORENO VALLEY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY

**LEGEND**

BOUNDARIES OF ANNEXATION OF COMMUNITY FACILITIES DISTRICT NO. 1  
ASSESSOR'S PARCEL NO. 481-281-098, 481-281-060 & 481-222-045



**ENVIRONMENTAL  
HIGHTECH  
ENGINEERING**  
INCORPORATED  
1000 S. GATE AVENUE  
SUITE 100  
POMONA, CALIFORNIA 91768  
TEL: 909.866.1187  
FAX: 909.866.1187  
WWW.HTECH-ENG.COM  
SINCE 1987

THIS ANNEXATION MAP CORRECTLY SHOWS EACH SEPARATE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT NO. 1. THE DIMENSIONS AND PERCENTAGES OF THE LOTS OR PARCELS SHOWN ON THIS MAP ARE THE DIMENSIONS AND PERCENTAGES REPORTED TO THE COUNTY ASSESSOR'S MAP FOR FISCAL YEAR 2011.

**MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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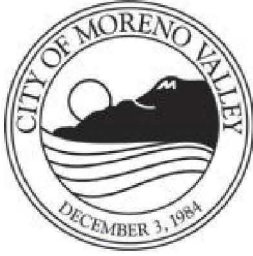


**MINUTES - REGULAR MEETING OF NOVEMBER 22, 2011  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>AS</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>MS</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR APNS 481-281-059 and 481-281-060 BALLOTING FOR NPDES

---

### **RECOMMENDED ACTION**

1. Staff recommends that the City Council, after conducting the Public Hearing and accepting public testimony, direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Assessor Parcel Numbers (APNs) 481-281-059 and 481-281-060;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
4. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 481-281-059 and 481-281-060.

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

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

Conditions of Approval for APNs 481-281-059 and 481-281-060 require that the property owner provide a funding source to help support the Stormwater Management program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding shall fulfill this requirement.

## **DISCUSSION**

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of APNs 481-281-059 and 481-281-060 the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate. Property owners are given two opportunities to address the legislative body regarding the charge(s) they are being balloted on. These two opportunities are the Public Meeting on November 8, 2011 and the Public Hearing on December 13, 2011, when the results of the ballot proceeding will be announced.

Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

## **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballot, verify, and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet, receive and file with the City Clerk's office the accepted Official Tally Sheet, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APNs 481-281-059 and 481-281-060 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballot, verify, or accept the results of the mail ballot proceeding for APNs 481-281-059 and 481-281-060. *This alternative would be contrary to Proposition 218 mandates.*

## **FISCAL IMPACT**

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate per parcel is \$212. Beginning FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

**The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

## **CITY COUNCIL GOALS**

### **Advocacy**

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

### **Revenue Diversification and Preservation**

The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which include maintenance and administration.

## **SUMMARY**

The action before the City Council is to accept public testimony, tabulate the returned ballot, verify, and accept the results of the mail ballot proceeding for APNs 481-281-059 and 481-281-060.

## **NOTIFICATION**

The property owner of APNs 481-281-059 and 481-281-060 has been given a 45-day noticing period to review the ballot documents. The documents included a notice to the property owner, map of the project area, ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Newspaper advertising for the November 8, Public Meeting and December 13, 2011, Public Hearing was published in The Press-Enterprise on October 27, 2011. Additionally, the Public Hearing notification will be published on November 23 and again on December 1, 2011.

**ATTACHMENTS**

Attachment 1: Hemlock Family Apartments mail ballot packet

Prepared by:  
Jennifer A. Terry,  
Management Analyst

Department Head Approval:  
Rick Hartmann,  
Interim Public Works Director

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Kent Wegelin,  
Storm Water Program Manager

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

W:\SpecialDist\jennifert\Ballots for FY 11.12\NPDES\Hemlock Family Apartments\Stfrpt PH 12.13.11.doc

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

MV Hemlock Limited Partnership  
Attn: James M. Jernigan  
5051 Canyon Crest Drive, Suite 104  
Riverside, CA 92507

October 25, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR ASSESSOR PARCEL NUMBERS (APNs) 481-281-059 and 481-281-060**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

Llame al 951.413.3480 para obtener información verbal en Español

**Introduction**

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 481-281-059 and 481-281-060 (and any division thereof) the opportunity to express support of or opposition to for approval of the NPDES regulatory rate and services.

**Background**

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

ATTACHMENT 1

**Proposed Charge**

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole is \$396,356.

**Annual Adjustment**

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

**Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 481-281-059 and 481-281-060 (and any division thereof) and shall be placed on the 2012/13 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

**Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, November 8, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, December 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

**Effect if Inclusion into and Approval of the Charges is Approved**

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if the ballot is marked in favor of the charge. Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate shall satisfy the Conditions of Approval to provide a funding source for the stormwater program.

**Effect if Inclusion into and Approval of the Charges is Not Approved**

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval.

**For More Information**

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.



### Completing Your Ballot

Property owner may submit the enclosed ballot to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, December 13, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or

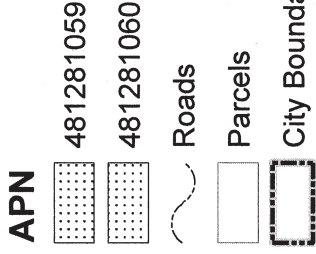


A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

# MV Hemlock Limited Partnership



Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of October 20, 2011.



G:\AVP\SDA\Hemlock Family Apartments.mxd

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



**MORENO VALLEY**  
WHERE DREAMS SOAR



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II	
<b>NPDES Administration</b> <i>(Not covered by CSA 152)</i>		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.		
Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>	<b>PROPOSED PARCEL RATE</b>
	\$2.67	\$32.00	Per Month   Per Year \$12.58   \$151.00

**Inflation Factor Adjustments**

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)  
 FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for  
Assessor Parcel Numbers (APNs) 481-281-059 and 481-281-060**

**National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of APNs 481-281-059 and 481-281-060, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate shall satisfy the Conditions of Approval to provide a funding source for the stormwater program.

**NO\*\*** — as property owner of APNs 481-281-059 and 481-281-060, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

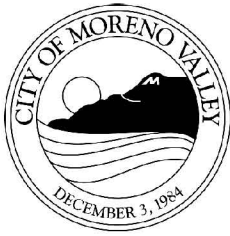
Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
APN 481-281-059 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
APN 481-281-060 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on December 13, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE                      DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gab</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** ADOPTION OF FY 2012-2013 CDBG AND HOME PROGRAM OBJECTIVES AND POLICIES

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Conduct a Public Hearing to allow for the community to comment on the needs of low-to-moderate income residents in Moreno Valley, including the CDBG Target Areas; and
2. Approve the proposed CDBG and HOME Program Objectives and Policies for the 2012-2013 Program Year.

### **BACKGROUND**

Every year, the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley known as the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). These grants are used to provide social services, capital projects, and decent housing, along with enhancing economic opportunities for low-to-moderate income persons (see Attachment A for the 2011 income level table).

CDBG and HOME grants are provided on an annual basis to entitlement cities (eligible and selected cities such as Moreno Valley) with allocation amounts varying each year based on a formula that considers the:

- Population,
- Extent of poverty,
- Housing (age of housing & overcrowding),
- Lack of population growth compared to other metropolitan areas.

Eligible CDBG grant activities range from social services to capital improvements to business and employment development. HOME funds must be used toward the development of affordable housing programs. Attachment B details eligible and ineligible activities for both programs.

HUD requires City's establish CDBG Target Areas so that they may concentrate their programs in areas determined to contain residents of which at least 51% earn low-to-moderate incomes. For a map of Moreno Valley's CDBG Target Areas see Attachment C.

Each entitlement city must also prepare a Consolidated Plan that establishes CDBG activities for a five year period. Moreno Valley's last Consolidated Plan was adopted in FY 2008-2009 and will remain in effect through FY 2012-2013. For each Consolidated Plan year, entitlement cities must adopt a strategic planning document called the Annual Action Plan. The Annual Action Plan identifies how the City will allocate both CDBG and HOME funds for the upcoming program year to meet the goals established in the Consolidated Plan.

Each Annual Action Plan must include up-to-date Objectives and Policies for both CDBG and HOME Programs.

## **DISCUSSION**

The CDBG and HOME program year activities are structured so that HUD will receive the 2012-13 Annual Action Plan by the mandatory federal deadline of May 15, 2012. Prior to submittal, the City is required to complete a series of activities including citizen participation and completion of three separate Public Hearings necessary to:

1. Adopt current Objectives and Policies (tonight),
2. Recommend CDBG and HOME Project Selections to Council (March 2012), and
3. Adopt the program year Annual Action Plan (May 2012).

These activities must be completed sequentially and on schedule for the timely submission of the FY 2012-13 Annual Action Plan to occur. Prior to starting the budget process for CDBG and HOME, HUD requires a jurisdiction to undertake citizen participation and adopt objectives and policies that reflect the current needs of the community. Once adopted, HUD reviews the Objectives and Policies for compliance with CDBG and HOME regulations.

### ***Moreno Valley's Citizen Participation Process***

Each year as part of the citizen participation process, Moreno Valley holds community-based meetings and Public Hearings to receive input on the current needs of the community. These public meetings are intended to encourage active and informed participation in the CDBG and HOME Programs by both community members and local service providers. Attendees are asked to comment on issues such as development needs, problems affecting low-and-moderate income persons, project selections, and distribution of funding.

Comments received at these meetings are taken into consideration when forming the Objectives and Policies for the program year. The City held two public meetings during the month of November 2011. The first Community Meeting was held the morning of Wednesday, November 2, 2011 at the Moreno Valley Council Chambers and the second meeting was held the evening of Thursday, November 3, 2011 at the Moreno Valley Conference and Recreation Center. Attachment D provides comments that were received from residents and service providers who attended the meetings.

### ***Purpose of Objectives and Policies***

In accordance with HUD's requirements, Moreno Valley's Objectives and Policies must be re-evaluated each year to ensure they adequately reflect the current needs of the community. The updated Objectives and Policies must then be adopted by the City Council for the upcoming CDBG and HOME program year. Objectives and Policies primarily focus on the following:

1. Defining the City's funding priorities project selection criteria, and
2. Providing guidance for staff when reviewing and recommending programs and projects for funding.

Objectives and Policies also:

3. Are distributed to non-profit agencies who are interested in applying for funding to develop a local social service program in Moreno Valley; providing the public and non-profit agencies important information about the eligible categories of programs and the City's priorities for local organizations; and
4. Establish a \$5,000 minimum grant level for the CDBG Program and a \$25,000 minimum grant level for the HOME Program.<sup>1</sup>

Attachment E is a comprehensive description of all eight objectives and four primary policies.

### ***This Year's (2012-13) Recommendation of Priority Ranking under the 'Public Services' Objective***

An eligible use of CDBG monies is "Public Services" (Including, but not limited to, food banks, homeless shelters, specialized counseling, foster youth services, etc.) that benefit the City's low income households. HUD limits the monies that can be used toward Public Services to 15% of the overall annual CDBG allocation, which for Moreno Valley averages approximately \$280,000 per year. Because these particular monies are limited and the demand is so high, staff has established a priority ranking within this objective category that assists in reaching decisions on which programs are best suited for our community in the given year.

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<sup>1</sup> These benchmark limits have proven to be an adequate starting base for the majority of grant seeking organizations, although the Policies do allow for consideration of lower grant requests at the discretion of the City Council.

After comprehensive research, including consideration of public input and review of various program reports, including those provided by the City's local non-profits currently serving the City's low income population, staff recommends continuing the priority ranking under the Public Service Objective from the prior fiscal year:

- (1) 'Basic Needs' Related Social Services Programs (such as emergency food programs, rental assistance, and utility assistance, etc.)
- (2) Employment Services\Programs and Job (Skills) Training
- (3) Fair Housing\Foreclosure Prevention Programs
- (4) Homeless Services (Emergency housing \ Shelter Services)
- (5) Crime Prevention\Public Safety Services

Because the City's high unemployment rate continues and local service providers report an overwhelming public demand for 'basic needs' related programs, it is staff belief that this 'Public Service' ranking best represents the most needed categories of programs in the community.

### **ALTERNATIVES**

Alternative 1. Staff recommends that the City Council conduct a Public Hearing, receive comments, and adopt the proposed CDBG and HOME Objectives and Policies as listed on Attachment E. Doing so will meet HUD's requirements, as well as provide the public and staff with direction regarding funding proposals for FY 2012-2013.

Alternative 2. The City Council may amend or reprioritize any of the proposed Objectives and Policies.

### **FISCAL IMPACT**

**The approval of Objectives and Policies for the Fiscal Year 2012-2013 Annual Action Plan will not impact other City funding, including the General fund. CDBG and HOME funds are restricted funding sources to be used exclusively for projects and programs allowed by HUD regulations and may not be used to fund other general government programs and services. The CDBG and HOME funds are HUD grants and do not require matching funds.**

Objectives and Policies are needed for staff to begin the budget process for FY 2012-2013 CDBG and HOME Programs. To ensure the timely receipt of the 2012-2013 CDBG and HOME entitlement allocations, the entire process (including project selection and submittal of the Annual Action Plan to HUD) must be completed by May 15, 2012.

At the time of this staff report submittal, the federal government has not yet approved the grant allocations. However, based on last fiscal years entitlement allocations, staff estimates the 2012-2013 CDBG grant to be approximately \$1.6 million and 2012-2013 HOME grant to be approximately \$580,000.

### **SUMMARY**



Objectives and Policies must be included in the Annual Action Plan update to HUD in order to receive Fiscal Year 2012-13 CDBG and HOME entitlement grant allocations. Staff feels the existing eight objectives and four policies are adequate and recommend they remain unchanged for the upcoming fiscal year. As far as priority ranking within the 'Public Service' Objective -research and community input show that continued unemployment has resulted in an overwhelming demand for basic needs services such as food banks, rental and utility assistance. It is recommended the priority ranking established last fiscal year in reaction to the down economy continue through FY 2012-13.

**NOTIFICATION**

Notice of this meeting was published in the local section of *The Press-Enterprise* newspaper on October 19, 2011.

**ATTACHMENTS/EXHIBITS**

- Attachment A: Low- and Moderate-Income Level Table
- Attachment B: Eligible\Ineligible Grant Activities
- Attachment C: CDBG Target Areas Map
- Attachment D: Citizen Comments from Community Meetings
- Attachment E: Proposed CDBG and HOME Objectives and Policies 2012-2013

Prepared By  
Isa Rojas,  
Management Analyst

Department Head Approval  
Barry Foster,  
Community & Economic Development Director

Concurred By  
John Strickler,  
Consultant \ Interim 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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ATTACHMENT A

**2011 INCOME LIMITS**  
Effective July 13, 2011 - Revised Annually  
**Neighborhood Preservation Division**

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$14,000	\$16,000	\$18,000	\$20,000	\$21,600	\$23,200	\$24,800	\$26,400
Very Low Income	50%	\$23,350	\$26,700	\$30,050	\$33,350	\$36,050	\$38,700	\$41,400	\$44,050
60% Limits (HOME)	60%	\$28,020	\$32,040	\$36,060	\$40,020	\$43,260	\$46,440	\$49,680	\$52,860
Low Income	80%	\$37,350	\$42,700	\$48,050	\$53,350	\$57,650	\$61,900	\$66,200	\$70,450
<b>Median Income</b>	100%	\$43,750	\$50,000	\$56,250	<b>\$62,500</b>	\$67,500	\$72,500	\$77,500	\$82,500
Moderate Income	120%	\$52,500	\$60,000	\$67,500	\$75,000	\$81,000	\$87,000	\$93,000	\$99,000

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## ATTACHMENT B

### **Eligible CDBG Activities**

- ❖ Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:
  - Parks, playgrounds and recreational facilities.
  - Senior centers, except 24-hour care facilities.
  - Neighborhood facilities.
  - Fire protection facilities and equipment.
  - Parking facilities.
  - Street improvements.
  - Flood, drainage, or sewer facilities.
  - Other improvements vital to a community's development.
- ❖ Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- ❖ Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- ❖ Removal of architectural barriers which restrict the mobility of handicapped persons.
- ❖ Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- ❖ Code enforcement in designated target areas.
- ❖ Historic preservation activities.
- ❖ Eligible economic development activities.
- ❖ Eligible planning and environmental design costs.
- ❖ Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

### **Ineligible CDBG Activities**

- ❖ Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- ❖ Stadiums, sports arenas, auditoriums, museums and central libraries (Note: branch libraries may be built in CDBG Target Areas).
- ❖ Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- ❖ Schools
- ❖ Airports, subways, bus or other stations.
- ❖ Hospitals, nursing homes, and other medical facilities.
- ❖ Treatment works for liquid industrial wastes or sewage.
- ❖ Expenses of general government for operation and maintenance of public facilities.
- ❖ Political activities.
- ❖ Direct income payments to residents.

## Eligible HOME Activities

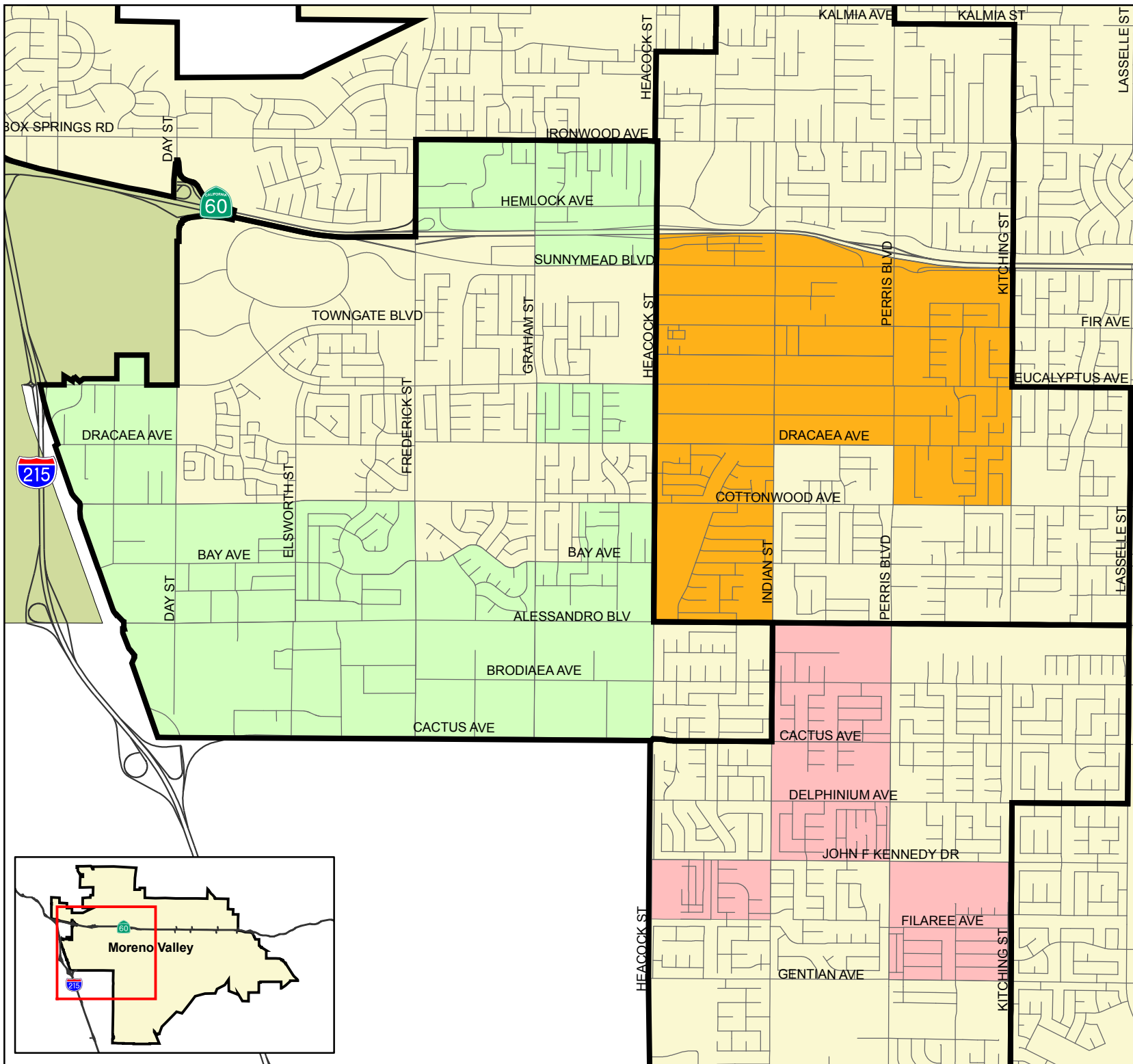
- ❖ Loans and grants provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- ❖ Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- ❖ Eligible administrative and planning costs.

## Ineligible HOME Activities

- ❖ Project reserve accounts or operating subsidies.
- ❖ Tenant-based rental assistance for the special purposes of the Section 8 program.
- ❖ To provide non-federal matching contributions.
- ❖ To provide assistance to annual contributions for the operation of public housing.
- ❖ Modernization of public housing.
- ❖ Prepayment of low-income housing mortgages.
- ❖ Assistance to a project previously assisted with HOME funds during the period of affordability.

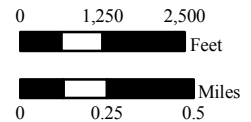
CITY OF MORENO VALLEY  
CDBG TARGET AREAS

Item No. E.2



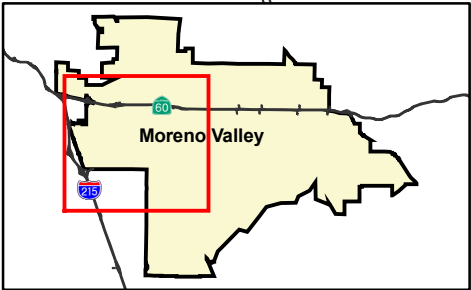
**CDBG Districts**

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside



**Map Produced by Moreno Valley Geographic Information System**  
 Geographic Information in:  
 State Plane NAD 83 California Zone 6 Feet  
 G:\ArcMap\Code\  
 CDBG target areas\_1007.mxd  
 October 30, 2007

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



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## ATTACHMENT D

### **COMMUNITY NEEDS ASSESSMENT MEETING**

Moreno Valley City Hall – Council Chambers

November 2, 2011

9:00 a.m. – 10:30 a.m.

#### Staff members present at the meeting:

Donna Moeller, Housing Program Specialist

Isa Rojas, Management Analyst

#### Community members present at the meeting:

- Luciano Avalos, Coachella Valley Housing Coalition
- Keith A. Bennett, U.S. Vets at March ARB
- Pamela Binion, Fair Housing Council of Riverside County
- Dorothy Grzeskowiak, CAP and Friends of Moreno Valley
- Kathleen Liuzzi, Fair Housing Council of Riverside County
- Craig Redelsperger, Community Connect 211; formerly Volunteer Center of Riverside County 211

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues. The reference materials packet was reviewed with attendees.

#### The following is a summary of needs assessment comments made by meeting attendees:

- It was stressed that there continues to be an extremely high demand for emergency food in our community. The Moreno Valley CAP program has been assisting approximately 300 families per month, many requesting this type of assistance for the first time.
- The MoVan Program continues to have a huge demand for low cost elderly transportation with ridership almost doubling in the last two years. This year the program has had to add hours to accommodate the riders.
- It was commented that residents of Moreno Valley are faced with continued hardship associated with the economy and unemployment and are consequently seeking help through 211 telephone referral program. Calls from members of the MV community have increased by 24% with the majority requesting assistance with food and rent, but also employment and low cost medical services.
- Because RTA bus system does not service some routes after 8 pm, there is a need for on-going, after-hours transportation in certain parts of the community. Transitional Housing Programs located on March Air Reserve Base are experiencing difficulty in helping individuals who work late shifts maintain employment due to lack of transportation.
- Like last year, with so many homeowners having lost their homes and now being required to rent, tenant-landlord issues continue. It was reported that substandard

housing issues are high, as are fair housing discrimination cases involving disabled persons. Attendees were of the belief that educating landlords about ADA laws is key. It was also suggested that a long term solution would be to encourage development that (considers the aging population and) require(s) homes to be built already equipped with ADA accommodations (such as wider doorways and less steep steps in their porches and stairwells).

- It was shared that the need for affordable housing in light of the foreclosure crisis is imminent. Some housing programs have waiting lists which are months long.
- Support toward 'Community Centers' (for young adults) and affordable, safe, childcare in our community was also noted; as was support for foreclosure counseling and debt counseling.

**COMMUNITY NEEDS ASSESSMENT MEETING**  
Conference & Recreation Center – Alessandro Room  
November 3, 2011  
6:00 p.m. – 7:30 p.m.

Staff members present at the meeting:

Donna Moeller, Housing Program Specialist  
Isa Rojas, Management Analyst

Community members present at the meeting:

- Dr. Albert Peyrefitte and Mrs. Peyrefitte with the House of the Lord
- Michele Welsh, Love Your Neighbor Now (LYNN)
- Elaine Waldon, Love Your Neighbor Now (LYNN)
- Yolanda Langdon, Love Your Neighbor Now (LYNN)

Donna Moeller presented an overview of the CDBG and HOME programs, including historical funding levels, identified priorities, and projects underway in the current program year. Attendees were advised that the purpose of the Needs Assessment Meeting was to solicit input from local residents and service providers on the current needs of the community, and attendees were asked to speak on behalf of their agency or to state their concerns and issues.

The following is a summary of needs assessment comments made by meeting attendees:

- It was expressed that one of the reasons behind the City's high unemployment rate is the number of persons in the community who currently lack job skills. It was recommended that consideration go toward programs that teach professional office and computer skills commenting that this substantially improves an individual's chance for gainful employment.
- A detailed discussion surrounding the benefits of knowing how to use office software commenced. It was commented that a persons with these skills would be able to tap into various types of employment, are more likely to be promoted from within a company, or advance from an entry level position into a more professional position during the course of their working careers.
- Attendees also felt that it is appropriate and beneficial to support 'Spanish as a Second Language' programs in order to enhance the labor pool in the city.
- With the economy still struggling, it was commented that there is a high demand for many types of social services (such as food, low-cost clothing, life skills, etc.) however it is challenging for low-income persons to go to the numerous places to get the assistance they need. Some attendees were of the opinion that a single facility and/or agency where comprehensive services could be offered would help address the needs within our city's neighborhoods.

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# **Objectives and Policies CDBG & HOME Programs**

The City of Moreno Valley has established the following Community Development Objectives and Policies in order to give maximum priority to projects and activities that will benefit low and moderate income residents. Objectives and Policies for Program/Fiscal Year 2012/13 will be reviewed and adopted by the City Council on December 13, 2011. Updates and changes to the following Objectives and Policies, as adopted by the Council, will be included in the application packet available for distribution to the public on January 5, 2012.

## **OBJECTIVES**

### **Capital Improvement Activities**

Acquisition, design, construction and installation of needed public facilities and improvements located in CDBG income eligible target areas. Public facilities and improvements may include storm drains, water and sewer lines, and street improvements.

### **Economic Development Activities\***

Creation of jobs for persons of low-and-moderate income through the expansion of business opportunities.

### **Fair Housing Activities \***

The promotion of housing choice and support of state and federal fair housing laws to ensure that all residents have access to a decent home in a suitable living environment in the City. Fair Housing activities are met by promoting and affirmatively furthering equitable housing opportunities through a comprehensive program of education, counseling, enforcement, and training.

The prevention of foreclosure through counseling, mediation, and case management for homeowners facing mortgage delinquency, default, or any stage of foreclosure, thereby maintaining safe, stable neighborhoods and community.

### **Health, Safety, and Public Welfare**

Eliminating conditions which are detrimental to health, safety and public welfare through interim rehabilitation, code enforcement, etc.

**Objectives and Policies  
CDBG & HOME Programs (Continued)**

**Historic Preservation\***

Restoring and preserving properties formally designated as historic structures.

**Housing and Neighborhood Improvement Activities**

Conserving and improving housing stock through rehabilitation of units occupied by low- and moderate-income households. Activities are designed to 1) improve existing substandard or deteriorated housing stock that does not meet building, safety or fire code and 2) achieve the goals identified in the City's Consolidated Plan.

**Public Service Activities\***

Improving the quantity and quality of public services, principally for low-and-moderate income persons. The following services are identified by order of priority:

- (1) 'Basic Needs' Related Social Services Programs (such as emergency food programs, rental assistance, and utility assistance, etc.)
- (2) Employment Services\Programs and Job (Skills) Training
- (3) Fair Housing\Foreclosure Prevention Programs
- (4) Homeless Services (Emergency housing \ Shelter Services)
- (5) Crime Prevention\Public Safety Services

**Slum or Blight Activities**

Elimination of slums and blight in order to prevent the deterioration of City neighborhoods, principally in the CDBG Target Areas.

*\* These activities pertain to the CDBG Program only.*

**POLICIES**

In order to meet the objectives and ensure efficient use of CDBG and HOME funds, the following policies have been established:

**City Projects and Programs**

Certain public improvements, such as storm drains, curb, gutter, and sidewalks can be given priority and can provide long term benefits to improve low-and-

**Objectives and Policies  
CDBG & HOME Programs (Continued)**

moderate income CDBG Target Areas. Other City sponsored programs such as the City's housing programs, Code Enforcement activities, Community Policing, and Neighborhood Cleanup also assist in the improvement of the community.

**Local Services**

Providers that are located in the City of Moreno Valley will be given funding priority when they are providing services equivalent to those offered by providers located outside the City. The ultimate goal is to have services available within the City limits to serve all residents, especially those of low-and-moderate income. Other factors such as track record and experience will also be considered.

**Minimum Grant Level**

A minimum grant level of \$5,000 for CDBG and \$25,000 for HOME has been established for the purpose of ensuring the most efficient use of these funds. Priority shall be given to grant requests that exceed \$5,000, subject to staffing and administrative capabilities. Grant requests less than \$5,000 will be considered at the discretion of the City Council.

**Project and Program Funding \***

Projects and Programs having other funding sources, in addition to funds requested through CDBG will be given priority. CDBG funds should be a supplement to a project or a program and not its full funding source. Funding varies from year to year and the needs of the community change. It is therefore important for a project or proposal to sustain itself should CDBG funding not be available. Such an approach will also provide for the maximum leveraging and impact of CDBG monies.

***\* These activities pertain to the CDBG Program only.***

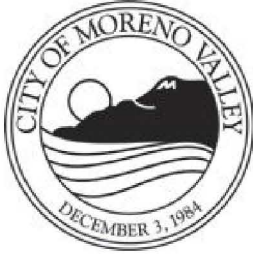
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## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

- a. Council Member William H. Batey II  
report on Riverside County Habitat  
Conservation Agency (RCHCA)**

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577 BALLOTING FOR NPDES

---

### **RECOMMENDED ACTION**

Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (the Parcels) for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

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

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Community and Economic Development Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

Conditions of Approval for Tentative Parcel Map (TPM) 34577 require that the property owner provide a funding source to help support the Stormwater Management program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding will fulfill this requirement.

## **DISCUSSION**

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the property owner of the Parcels the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate. The property owner is given two opportunities to address the legislative body regarding the charge(s) they are being balloted on. These two opportunities are the Public Meeting on December 13, 2011 and the Public Hearing on January 10, 2012, when the results of the ballot proceeding will be announced.

Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballot is approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

## **ALTERNATIVES**

1. **Accept public comments** regarding the mail ballot proceeding for the Parcels for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceeding for the Parcels for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate. *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceeding to begin again.*

## **FISCAL IMPACT**

For fiscal year (FY) 2011/12, the NPDES annual regulatory rate per parcel is \$212. Beginning FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional

Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

**The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.**

### **CITY COUNCIL GOALS**

#### **Advocacy**

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

#### **Revenue Diversification and Preservation**

The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which include maintenance and administration.

### **SUMMARY**

The action before the City Council is to accept public comments regarding the mail ballot proceeding for APNs associated with TPM 34577.

### **NOTIFICATION**

The property owner of the Parcels has been given a 45-day noticing period to review the ballot documents in compliance with Proposition 218. The documents included a notice to the property owner, map of the project area, ballot, instructions for marking and returning the ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Newspaper advertising for the December 13, 2011, Public Meeting and January 10, 2012, Public Hearing was published in The Press-Enterprise on November 23, 2011. Additionally, the Public Hearing notification will be published on December 22 and again on December 29, 2011.

### **ATTACHMENTS**

Attachment 1: TPM 34577 mail ballot packet

Prepared by:  
Jennifer Terry,  
Management Analyst

Department Head Approval:  
Rick Hartmann,  
Interim Public Works Director

Concurred by:  
Candace E. Cassel,  
Special Districts Division Manager

Concurred by:  
Kent Wegelin,  
Storm Water Program Manager

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

W:\SpecialDist\jennifert\Ballots for FY 11.12\NPDES\TPM 34577\Strprt PM 12.13.11.doc

TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

Moreno Valley DC  
c/o Komar Investments  
Attention: Greg Alekian  
23 Corporate Plaza, Suite 247  
Newport Beach, CA 92260

November 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR ASSESSOR PARCEL NUMBERS ASSOCIATED WITH TENTATIVE PARCEL MAP 34577**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***  
Llame al 951.413.3480 para obtener información verbal en Español

**Introduction**

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 the opportunity to express support of or opposition to the approval of the NPDES regulatory rate and services.

**Background**

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**Services Provided**

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements.

**How is the Amount of the Charge Determined?**

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

**ATTACHMENT 1**

### **Proposed Charge**

For FY 2011/12, the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. The total amount of the NPDES rates levied for FY 2011/12 for the program as a whole is \$396,356.

### **Annual Adjustment**

Beginning in FY 2012/13, the NPDES Maximum Commercial/Industrial Regulatory Rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

### **Duration of the Charge**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017 (and any division thereof) and shall be placed on the 2012/13 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES Maximum Commercial/Industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

### **Public Hearing**

To provide information concerning this mail ballot proceeding the City has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, December 13, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, January 10, 2012 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Inclusion into and Approval of the Charges is Approved**

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the APNs on the ballots are marked in favor of the charge. Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate shall satisfy the Conditions of Approval to provide a funding source for the stormwater program.

### **Effect if Inclusion into and Approval of the Charges is Not Approved**

The NPDES Maximum Commercial/Industrial maximum regulatory rate will not be levied on the property tax bill if there is a tie or if a majority of the APNs on the ballot are marked in opposition to the rate. Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval.

### **For More Information**

If you have any questions about the proposed program, the annual rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a



Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

### Completing Your Ballot

The enclosed ballot shall be submitted to the City Clerk in support of or opposition to the proposed program and annual charge. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed program and annual rate **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, January 10, 2012**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

### Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or







A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

**Ballot Mark Revisions (Changes):** An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

# Tentative Parcel Map 34577

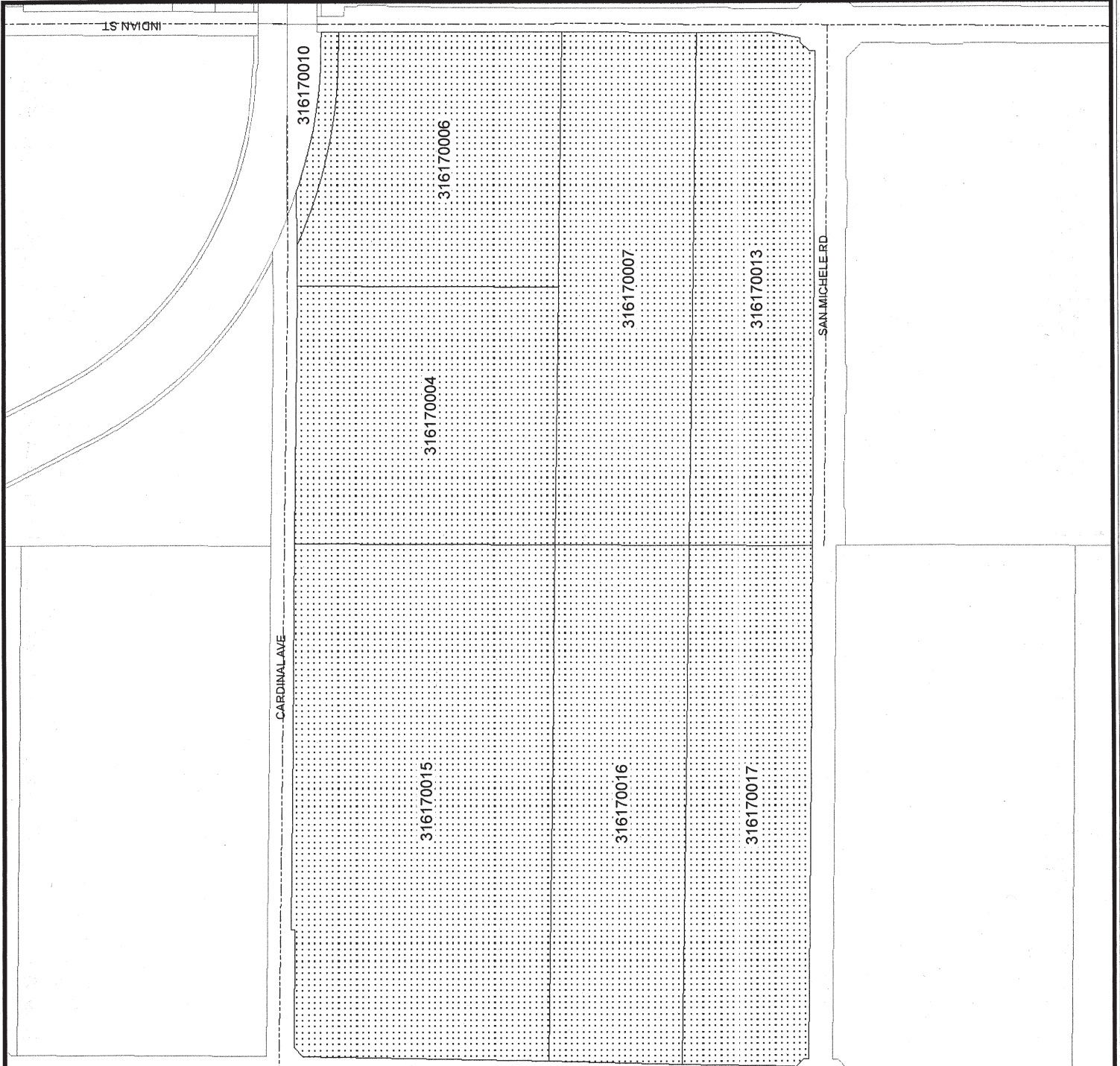
-  TPM 34577 Parcels
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of November 2, 2011.

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



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006

LEVEL I		LEVEL II													
<b>NPDES Administration</b> <i>(Not covered by CSA 152)</i>		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>													
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>	<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	<table border="1"> <tr> <td><b>PROPOSED PARCEL RATE</b></td> <td><b>Per Month</b></td> <td><b>Per Year</b></td> </tr> <tr> <td></td> <td align="center">\$2.67</td> <td align="center">\$32.00</td> </tr> </table>	<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>		\$2.67	\$32.00	<table border="1"> <tr> <td><b>PROPOSED PARCEL RATE</b></td> <td><b>Per Month</b></td> <td><b>Per Year</b></td> </tr> <tr> <td></td> <td align="center">\$12.58</td> <td align="center">\$151.00</td> </tr> </table>	<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>		\$12.58	\$151.00
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<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b>	<b>Per Year</b>													
	\$12.58	\$151.00													
<p><b>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</b></p>															

**Inflation Factor Adjustments**

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)  
 FY 2011/2012 - 3.8% = (\$36.00 & \$176.00)

**OFFICIAL MAIL BALLOT for the  
National Pollutant Discharge Elimination System (NPDES)  
Maximum Commercial/Industrial Regulatory Rate**

**YES\*** — as property owner of Assessor Parcel Numbers (APNs) 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2011/12 the NPDES maximum commercial/industrial regulatory rate is \$212 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2012/13, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

**NO\*\*** — as property owner of APNs 316-170-004, 316-170-006, 316-170-007, 316-170-010, 316-170-013, 316-170-015, 316-170-016, and 316-170-017, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

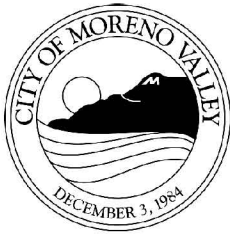
Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
316-170-004 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-006 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-007 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-010 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-013 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-015 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-016 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212
316-170-017 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$212

**This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on January 10, 2012, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.**

\_\_\_\_\_  
PROPERTY OWNER SIGNATURE                      DATE

Please remember to mark the box corresponding with your decision for each APN, sign and date the ballot and return to the City Clerk's office in the provided postage-paid envelope

Llame al 951.413.3480 para obtener información verbal en Español



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rat</i>
CITY MANAGER	<i>ms</i>

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## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Robert L. Hansen, City Attorney

**AGENDA DATE:** December 13, 2011

**TITLE:** Repeal Resolution No. 2003-17 and Adopt amended and restated Rules of Procedure for City Council Meetings and Related Functions and Activities

---

### **RECOMMENDED ACTION**

1. Adopt Resolution No. 2011-117, repealing Resolution No. 2003-17 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities, attached to the Resolution as Exhibit 1.

### **BACKGROUND**

The City Council first adopted Rules of Procedure for City Council Meetings and Related Functions and Activities pursuant to Resolution No. 84-17 on December 3, 1984, as required by Moreno Valley Municipal Code Section 2.04.040. The City Council then repealed and re-adopted the Rules of Procedure pursuant to Resolution No. 99-53; Resolution No. 2001-55; and Resolution No. 2003-17. The current Rules of Procedure were enacted pursuant to Resolution No. 2003-17 on March 25, 2003.

Every agenda for a regular public meeting of a legislative body must provide an opportunity for members of the public to address the body on any item of interest to the public that is within the body's subject matter jurisdiction. The public must also be allowed to comment on a specific item of business before or when it is considered by the body, unless the matter has been heard in committee, has not substantially changed, and the public had an opportunity to comment to the committee. [Gov't. Code Sec. 54954.3(a)].

The public must also be given the opportunity to address the legislative body before or during consideration of any matter described in the agenda of a special meeting. [Gov't. Code Sec. 54954.3]. However, at a special meeting there is no right of the public to

address the body on any item that is not listed on the special meeting agenda. The public also has the right to comment as to the closed session agenda.

It is well-settled in the law that a legislative body may require members of the public that desire to address the body to fill out a speaker's card and submit it to the City Clerk prior to speaking. [See, *White v. City of Norwalk* (9<sup>th</sup> Cir. 1990) 900 F2d. 1421, 1425]. However, the public cannot be required to give their names or sign a register as a condition of attendance at a meeting of the body. [Gov't Code Sec. 54953.3]. In addition, members of the public cannot be required to provide their names, address, or other personal information as a condition to participating in the meeting unless it is relevant to the subject matter of a public hearing or evidentiary proceeding where the absence of such information bears on the credibility or weight of the speaker's testimony. [Gov't. Code Sec. 54954.3(b)].

Currently, City Council Rules of Procedure, Subsection 2.2.1 provides that:

Any member of the public desiring to address the City Council shall fill out and present to the bailiff or, in the absence of the bailiff, the City Clerk, a form of request to speak prior to the presiding officer calling the item of business which the person desires to address and when called by the presiding officer, shall proceed to the podium. After being recognized, the individual shall state the individual's name and address for the record. Any person having reason not to publicly reveal address information shall instead state whether that person is or is not a resident of the City of Moreno Valley.

## **DISCUSSION**

Staff did not undertake a comprehensive review of the Rules of Procedure, but only a comprehensive review of Section 2, only. If the City Council desires a comprehensive review of the entire Council Rules of Procedure, staff would be happy to do so upon further direction.

Subsection 1.1.2.1 erroneously referred to Subsections 2.2.2 and 2.2.1, when in fact the correct references are to Subsections 2.4.2 and 2.4.1, respectively. Staff recommends that the City Council make these typographical corrections so that reference is made to the correct subsections of the adopted Rules of Procedure.

Staff further recommends that the City Council amend Section 2 of the adopted Rules of Procedure as follows. Staff recommends that the City Council amend Subsection 2.2.1 to reflect the current practice of the City Council concerning speaker forms. This amendment will provide that Subsection 2.2.1 only addresses speaker forms and removes language that addresses speaker procedures. This Subsection makes it clear that names and addresses are not required as a condition of addressing the City Council.

Staff further recommends that the City Council add the newly created Subsection 2.2.2 addressing speaker procedures and re-number the remaining subsections accordingly. The newly created Subsection 2.2.2 removes the previous requirement that speakers provide their names and addresses when addressing the City Council and reduces to writing the current practice of the Presiding Officer in calling speakers to come forward to address the City Council.

At the November 15, 2011, Study Session, the City Council directed staff to eliminate certain subsections that had the effect of limiting the public’s ability to address the City Council. Therefore, pursuant to City Council direction, staff is recommending that Subsections 2.2.7.1 (Issues To Be Heard in a Different Proceeding), 2.2.7.1.1 (Issues Pending Before Other Bodies), 2.2.7.1.2 (Public Hearing), and 2.2.7.1.3 (Issues Subject to Appeal) be removed from the Rules of Procedure and the remaining subsections be re-numbered accordingly.

The remaining recommended changes in Section 2 reflect current City Council practice during meetings, or are intended to make the Rules of Procedure more consistent and understandable.

**ALTERNATIVES**

1. Adopt Resolution No. 2011-117, repealing Resolution 2003-17 and adopting amended and restated Rules of Procedure for Council Meetings and Related Functions and Activities, attached to the Resolution as Exhibit 1.
2. Do not adopt Resolution No. 2011-117, and give staff further direction.

**ATTACHMENTS/EXHIBITS**

Attachment 1 – Resolution No. 2011-117

Attachment 2 – Amended City Council Rules of Procedure

Attachment 3 – Amended City Council Rules of Procedure, Redline Version

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:

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RESOLUTION NO. 2011-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING RESOLUTION 2003-17, AND ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES

WHEREAS, Section 2.04.040 of the City of Moreno Valley Municipal Code requires that the City Council adopt Rules of Procedure to govern the procedures and conduct of its meetings; and

WHEREAS, the City Council has previously adopted, repealed and re-adopted the City of Moreno Valley City Council Rules of Procedure for City Council Meetings and Related Functions and Activities pursuant to Resolution No. 84-17, Resolution No. 99-53, Resolution No. 2001-55, and Resolution No. 2003-17; and

WHEREAS, it is in the best interests of the City of Moreno Valley that the City Council further repeal, amend and re-adopt the Rules of Procedure for City Council Meetings and Related Functions and Activities; and

WHEREAS, in order to keep the Rules of Procedure for City Council Meetings and Related Functions and Activities readily accessible to the City Council and the public, it is desirable to have one document containing both the existing rules and the changes now being made,

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

1. Resolution No. 2003-17 is hereby repealed; and
2. The Rules of Procedure for City Council Meetings and Related Functions and Activities attached as Exhibit 1 to this Resolution are hereby adopted; and
3. The Rules of Procedure for City Council Meetings and Related Functions and Activities attached to this Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 13th day of December, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE       ) ss.  
CITY OF MORENO VALLEY     )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2011-117 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of December, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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**RULES OF PROCEDURE  
FOR  
COUNCIL MEETINGS AND RELATED FUNCTIONS AND ACTIVITIES**

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# 1. MEETINGS

## 1.1. REGULAR MEETINGS

### 1.1.1. TIME AND PLACE.

#### 1.1.1.1. *Regular Time and Place.*

Regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month at 6:30 p.m. in the City Council Chambers of City Hall or such other time and place as shall be specified by resolution of the City Council.

### 1.1.2. AGENDA.

#### 1.1.2.1. **ORDER OF BUSINESS.**

The order of business of each regular meeting of the City Council shall be as set forth in the agenda prepared by the City Clerk. The agenda shall be a listing by topic of the subjects, numbered as designated by the City Clerk and taken up for consideration in substantially the following order:

Special Recognition/Presentations (6:00 p.m., if necessary)\*

Call to Order (6:30 p.m.)

Pledge of Allegiance

Invocation

Roll Call

Introductions

Public Comments on Matters on the Agenda\*\*

A-C. Consent Calendars \*\*\*

City Council

Moreno Valley Community Services District

Community Redevelopment Agency of the City of Moreno Valley

D. Public Hearings

E. Items Pulled from Consent Calendars for Discussion or Separate Action

F. Reports

G. Legislative Actions

Public Comments on Matters Not on the Agenda\*\*\*\*

City Council Reports and Closing Comments

Public Comments on Matters on the Closed Session Agenda\*\*\*\*\*

Closed Session, if needed

## Report of Action from Closed Session

### Adjournment

\*See Section 1.2 below

\*\* *The Presiding Officer will announce that public comments on matters on the agenda will be taken up as the item is called for business [Subsection 2.4.2 below], between staff's report and City Council deliberation.*

\*\*\*Consent calendars will begin immediately after introductions (and special presentations, if any), with the remaining items taken in the order of the agenda. Any consent calendar item(s), pulled for discussion or separate action will be heard immediately following the public hearings.

\*\*\*\* Public Comments on Matters Not on the Agenda are governed by Subsection 2.4.1 below and will be heard prior to City Council Reports and Closing Comments. Following public comments on matters not on the agenda, the Presiding Officer may request that staff respond to legal or factual issues raised during the public 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.

\*\*\*\*\*Public Comments on matters on the closed session agenda (if a closed session is held) are governed by Section 2.7 below.

#### **1.1.2.2. CHANGES IN AGENDA.**

Except with the consent of the majority of the City Council, items shall not be taken out of the order prescribed above. No matters other than those listed on the agenda shall be acted upon by the City Council except as permitted under applicable state law.

#### **1.1.2.3. DELIVERY AND POSTING OF AGENDA**

Barring insurmountable difficulties, the agenda for each regular meeting of the City Council, and reports and other documentation related thereto, shall be delivered to the Council members and made available to the public on the Thursday preceding the Tuesday meeting to which the agenda pertains. The agenda shall conform to, and be posted in accordance with, applicable requirements of the

California Government Code. Agendas shall be posted at least 72 hours prior to the time scheduled for the meeting on the bulletin board outside the City Council Chambers at City Hall and at such other places within the City as the City Council has designated for posting notices of City Council meetings.

**1.1.3. ROLL CALL**

Before proceeding with the business of the City Council, the City Clerk shall call the roll of the Council members and the names of those present shall be entered in the minutes. The order of roll call shall be alphabetical, except that the Mayor shall be called last.

**1.1.4. APPROVAL OF MINUTES:**

Unless requested by a majority of the City Council, minutes of the previous meeting may be approved without public reading if the City Clerk has previously furnished each Council member with a copy thereof.

**1.1.5. PUBLIC HEARINGS**

**1.1.5.1. ORDER OF PROCEEDINGS.**

Generally, public hearings, other than those of a quasi-judicial nature, shall be conducted in the following order:

- Staff Review and Report
- Questions of Staff by City Council
- Hearing Opened by Mayor
- Presentation by Proponent, Applicant or Appellant
- Questions of Proponent, Applicant or Appellant by Council and/or Staff
- Public Testimony
- Rebuttal by Proponent, Applicant or Appellant
- If Desired, Hearing Closed
- Questions by City Council
- Discussion by City Council
- Action by City Council

**1.1.5.2. PUBLIC TESTIMONY.**

**1.1.5.2.1. Time Limits.**

Questions, comments, and testimony from the public shall be limited to the subject under consideration. Depending upon the extent of the agenda, and the number of persons desiring to speak on an issue, the presiding officer may, at the beginning of the hearing, limit testimony from the public, but in no event to less than 5 minutes per individual and no less than 20 minutes per

hearing item. Any person may speak for a longer period of time, upon approval of the City Council, when this is deemed necessary in such cases as when a person is speaking as a representative of a group or has graphic or slide presentations requiring more time.

**1.1.5.2.2. Testimony After Closure of Hearing.**

Once the hearing has been closed, no additional public testimony will be taken without a majority vote of the City Council to reopen the hearing, even in cases where the item is continued to a future date for Council consideration. However, after the hearing has been closed, the Council may direct questions to the applicant or any other person who has testified during the hearing, and receive their answers, which shall be deemed to be part of the record of testimony at the hearing. In the event that public testimony is reopened to allow additional information or additional speakers, the proponent, applicant or appellant shall be permitted a reasonable time for rebuttal. Any request for reopening of the hearing shall be submitted in writing to the bailiff or to the City Clerk, who shall deliver it to the presiding officer in a manner calculated to be least disruptive to any proceedings under way.

**1.1.5.2.3. Written Testimony.**

Testimony submitted in written form may be added to the record of the hearing by motion and majority vote or consent of the City Council.

**1.1.5.2.4. Testimony Under Oath.**

In any hearing before the City Council, notice of which is to be published or posted, if the City Council or any member thereof, or a proponent or opponent of the matter, requests that any or all participants in the proceedings testify under oath or affirmation, the making of such request shall be set forth in the notice of hearing. Additionally, the notice of hearing shall state that the giving of testimony under oath or affirmation shall be voluntary as to each person wishing to be heard in the matter, and that any persons having a question or concern regarding the giving of testimony under oath or affirmation should consult an attorney of their own choosing and at their own expense. Each person testifying under oath or affirmation in any such proceeding shall, before so testifying, state on the record agreement to testify under oath or affirmation in the matter and has had an opportunity to choose and to consult with an attorney in respect thereto. Upon

request to the City Clerk, each Council member will receive sufficient notice, by phone, memo, fax or electronic mail prior to the time of publishing or posting of any hearing notice in order to make such a request.

**1.1.5.3. QUASI-JUDICIAL HEARINGS.**

Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the City Attorney shall advise the City Council in this regard.

**1.1.6. CONSENT AGENDA**

Items of routine nature, not anticipated to be controversial, may be placed on the consent calendar by the City Manager. All items may be approved by one blanket motion upon unanimous consent. Any Council member may request that any item be withdrawn from the consent agenda for separate consideration. Any Council member may abstain from voting on any consent agenda item without requesting its removal from the consent agenda, by orally stating intent to abstain as to a particular item. The City Clerk shall record such abstentions in the minutes.

**1.1.7. CITY COUNCIL REPORTS AND COMMENTS**

The Mayor or any Council member may, during the time for reports and comments by Council members, report on activities in representing the Council or the City on boards, committees, commissions, task forces, and other official bodies, before other governmental agencies and at public events. Each Council member may also bring to City Council's attention any item of new business under this portion of the agenda. Action on any matter of business not listed on the agenda shall be deferred until properly listed on the agenda for a subsequent City Council meeting unless properly added to the agenda due to a need for immediate action pursuant to state law. If two Council members concur that an item should be added to a future agenda, the Council shall give direction to staff as to whether the matter should be placed on the agenda for a regular Council meeting, a study session or a special meeting.

**1.2. SPECIAL PRESENTATIONS.**

In order to promote efficiency in handling the business of the City and to provide for proper recognition of those making a contribution to the community, the City Council shall, from time to time, absent special circumstances such as scheduling issues precluding a recipient from attending at that time, convene at 6:00p.m. prior to a regular City Council Meeting for ceremonial purposes. Such a session shall be posted on the agenda for the regular Council Meeting as "Special Presentations". Agenda items for a Special Presentations session shall include only ceremonial

matters, including but not limited to, giving or receiving of gifts and awards, proclamations or previously adopted resolutions.

### **1.3. ADJOURNED MEETINGS.**

Any meeting may be adjourned to a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened.

### **1.4. STUDY SESSIONS**

#### **1.4.1. NOTICE AND AGENDA.**

A study session is a meeting of the City Council, provided a quorum is present. Regular study sessions shall be noticed, agendized and conducted in compliance with state laws governing regular meetings of the City Council.

Special study sessions may be called in accordance with the procedures for special meetings of the City Council and shall be noticed, agendized and conducted in accordance with state law governing special meetings of the City Council.

#### **1.4.2. LACK OF QUORUM**

In the event that a quorum is lacking for a study session, the meeting may proceed as a briefing at the request of the council members present, but shall not be considered a meeting of the City Council and no direction shall be given to staff by majority consent except to place an item on a future agenda. The proceedings shall continue to be open to the public, public comments shall be taken as for regular study sessions, and all other rights of the public with respect to City Council meetings shall be observed.

#### **1.4.3. LIMITED ACTIONS.**

Notwithstanding that a study session is a meeting of the City Council, the Council by these rules has determined that study sessions are limited purpose meetings and that no formal vote or final action of the City Council shall be taken. The Council members may individually express their opinions and ask questions concerning a study session item, and may, by majority consent, give general direction to staff concerning further action to be taken prior to formal City Council consideration of the item, but any final action or formal motions or vote required to effect Council approval or denial shall take place at a regular Council meeting. However, Council members shall not express opinions, nor give directions to staff indicative of any opinions, regarding the approval, disapproval, granting or denial of any item for which a subsequent public hearing will be required prior to final action.

#### **1.4.4. TIME AND PLACE.**

Regular study sessions of the City Council shall be held on the third Tuesday

of each month at 6:00 p.m. in the City Council Chambers of City Hall or such other time and place as specified by resolution of the City Council.

**1.4.5. SPECIAL STUDY SESSIONS**

Study sessions may be held at times or places other than the regular time and place if noticed and agendized as a special meeting and designated as a study session. A special meeting designated as a study session shall be subject to this Section 1.4.

**1.5. SPECIAL MEETINGS.**

**1.5.1. NOTICE.**

The Mayor or a majority of the members of the Council may call special meetings of the City Council upon not less than 24 hours notice and in accordance with Section 54956 of the California Government Code, and other applicable state statutes, as amended from time to time.

**1.5.2. MATTERS CONSIDERED.**

Only matters contained in the notice of the special meeting may be considered. No ordinance, other than an urgency ordinance, may be adopted at a special meeting. Matters may be placed on the notice of special meeting only with the prior approval of the Mayor or of a majority of the members of the Council.

**1.6. SPECIAL JOINT MEETINGS**

**1.6.1. CALLING OF MEETING.**

Special Joint Meetings of the City Council and the governing board of another governmental agency (other than those whose governing boards are comprised of the City Council members) may be called and noticed in accordance with the rules for calling special meetings of the City Council.

**1.6.2. RULES OF PROCEDURE.**

The rules of procedure governing such joint meetings shall be agreed to by the Mayor and the chairperson of the other governing body or bodies and shall be listed on the agenda for the Special Joint Meeting. The agenda shall include ratification of the agenda by each body as the first order of business after roll calls and ceremonial openings such as the flag salute and invocation, if any. Ratification of the agenda shall be deemed to be adoption of any rules and agenda formats contained therein for the purposes of that meeting only. However, all rules and agenda formats shall conform to all applicable state and federal laws and regulations.

**1.6.3. WITH OTHER COUNCIL MEETINGS.**

A Special Joint Meeting may be called and noticed even if a regular Council meeting or study session would have ordinarily been scheduled for the same time and place. However, if agenda items are included for the consideration of the Council separately from the other attending body(ies), the meeting shall be deemed both a special joint meeting and a regular Council meeting or study session as applicable, and the rules of procedure applicable to each type of meeting shall apply respectively to those agenda items to be considered jointly or separately or to each portion of the meeting so designated on the agenda.

## **1.7. CLOSED SESSIONS.**

### **1.7.1. REGULAR CLOSED SESSIONS.**

Regular closed sessions shall be held at 6 p.m. on the first Tuesday of each month, and immediately following Regular City Council Meetings and Study Sessions, unless no closed session items are scheduled for that meeting.

### **1.7.2. SPECIAL CLOSED SESSIONS.**

Special closed sessions may be called in accordance with the provisions of these rules and state laws for calling special meetings of the City Council.

### **1.7.3. IMMEDIATE CLOSED SESSIONS.**

The City Council may, subject to the requirements of state law, recess an open meeting to an immediate closed session when the issues raised in the open session give reason to do so.

### **1.7.4. MINUTES.**

Pursuant to Section 54957.2 of the California Government Code, the City Clerk may from time to time be required to attend a closed session of the City Council and keep and enter in a minute book a record of topics discussed and decisions made at each meeting. The confidentiality of such minutes shall be maintained pursuant to said section of the Government Code.

### **1.7.5. AGENDAS.**

Agendas for regular closed sessions shall be noticed, agendized and conducted in compliance with state laws governing regular meetings of the City Council and the provisions of §1.1.2.3 above.

### **1.7.6. ANNOUNCEMENTS OF ACTION TAKEN.**

When required by state law, actions taken in closed session shall be announced in open session promptly after the closed session. For closed sessions held immediately before any City Council meeting, announcement shall be made during the subsequent meeting. A place may be listed on the



agenda for such announcements. After closed sessions held after any City Council meeting or not in conjunction with any other meeting of the City Council, the members of the Council shall reconvene in open session and make such announcements prior to final adjournment of the meeting.

**1.8. EMERGENCY MEETINGS.**

Upon finding by majority vote that an emergency situation exists where prompt action is necessary due to the disruption or threatened disruption of public facilities due to either a work stoppage or other activity which severely impairs public health or safety, or a crippling disaster which severely impairs public health or safety, the Council may convene an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement for special meetings provided that all provisions of Section 94956.5 of the California Government Code, and other applicable law, are complied with.

**2. PUBLIC COMMENTS AND ADDRESSING THE COUNCIL**

**2.1. PUBLIC COMMENTS GOVERNED BY THIS SECTION; EXCEPTIONS**

The rules and procedures set forth in this Section 2 shall govern each opportunity for the public to address the City Council during its meetings except as expressly set forth elsewhere or as otherwise required by law. These rules and procedures shall govern public testimony during public hearings except as to those matters set forth in Subsection 1.1.5 above. Public comments are also governed by the rules of decorum set forth in Subsection 5.8 below.

**2.2. MANNER OF ADDRESSING THE CITY COUNCIL**

**2.2.1. SPEAKER FORMS.**

Members of the public may address the City Council during the time set aside for public comments on any subject not on the agenda under the jurisdiction of the City Council and before consideration of any item on the agenda; however, no person shall address the City Council without first being recognized by the Presiding Officer. Any person desiring to speak shall first complete an appropriate speaker request form and submit it to the bailiff, or in the absence of the bailiff, the City Clerk. Speaker request forms are required to be completed and submitted prior to the Presiding Officer calling for public comments on any subject not on the agenda or any particular agenda item. Any speaker request form not completed and submitted before the Presiding Officer calls for public comments shall be considered late and the public comment shall not be received except on a majority vote of the City Council after an appropriate motion and second prior to the first public comment being received. No person is required to list his or her name or address on the speaker request form; however, such information would be helpful for staff to provide follow-up information to the speaker if needed.

**2.2.2. SPEAKER PROCEDURES.**

At the time for public comments, the Presiding Officer shall announce speakers in random order by name or number from the submitted speaker request forms received for that item. The first speaker announced by the Presiding Officer shall take their place at the speaker's podium and wait until the Presiding Officer indicates they may proceed with their comments. The second speaker announced by the Presiding Officer shall line up behind the speaker's podium along the wall to await their turn at the speaker's podium. Upon conclusion of the comments of the speaker at the speaker's podium, the person waiting shall immediately take their place at the speaker's podium and wait until the Presiding Officer indicates they may proceed with their comments. The Presiding Officer shall announce the next speaker, who will line up behind the speaker's podium along the wall. This procedure shall be followed until all speakers have been called by the Presiding Officer.

**2.2.3. ADDRESS PRESIDING OFFICER.**

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. No person shall begin their comments until recognized by the Presiding Officer. The Presiding Officer determines the order of speakers, except that the order of speakers for public hearing development projects is determined by other policies.

**2.2.4. SUBJECT UNDER DISCUSSION.**

During public comments on matters on the agenda and public hearings, all remarks shall be limited to the subject under consideration.

**2.2.5. COUNCIL MEMBER RESPONSES.**

Any council member who has been recognized by the Presiding Officer for such purpose may address or respond to a member of the public who has addressed the City Council pursuant hereto. Such address or response shall not exceed three (3) minutes in time and shall be deemed to be the individual position or opinion of the council member offering the address or response and shall not constitute the official position or obligation of the City Council or the City in any manner. Unless otherwise directed by the City Council upon a majority vote after an appropriate motion and second, the restrictions imposed by this Subsection 2.2.5 shall apply only to those portions of the agenda during which public comments are received.

**2.2.6. ADDRESSING THE CITY COUNCIL AFTER THE PUBLIC COMMENT PERIOD.**

After the public comment period has been concluded for any agenda item, no member of the public shall address the City Council without first obtaining permission by a majority vote of the City Council after an appropriate motion

and second. Any request for such permission shall be submitted in writing to the bailiff or to the City Clerk, who shall deliver the request to the Presiding Officer in a manner least disruptive to any proceedings under way.

**2.2.7. CHANNELING COMMUNICATIONS TO STAFF.**

After any public comment where a request has been made by the speaker, the Presiding Officer may, the speaker to communicate the same request to the City Manager or other appropriate staff member during regular business hours, or in writing for subsequent submittal to council members, pursuant to Subsection 2.2.9.

**2.2.8. LIMITATIONS ON PUBLIC COMMENTS**

The making of oral communications to the City Council by any member of the public during the "Public Comments" portions of the agenda shall be subject to the following limitations:

**2.2.8.1. MULTIPLE SPEAKERS.**

If it appears that several speakers desire to speak regarding a single agenda item, the Presiding Officer may reasonably limit the number of speakers as to each side of an issue. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson. The Presiding Officer may, but is not required to, allow grouping of speakers into a coordinated presentation if it would be beneficial to the City Council's understanding of an issue or would be time efficient in conducting the City council's business. However, no additional time shall be given to address the City Council on that agenda item.

**2.2.8.2. REPETITIOUS AND IRRELEVANT COMMENTARY**

Irrespective of any time limits, the Presiding Officer may regulate or terminate the comments of a speaker when the Presiding Officer reasonably determines that the speaker is being unduly repetitious or engaging in extended discussion of irrelevancies. The Presiding Officer shall first issue a warning to the speaker and explain the reasons for the warning prior to terminating the speaker's time.

**2.2.9. WRITTEN CORRESPONDENCE**

**2.2.9.1. INCLUDED IN AGENDA PACKET.**

Any written communication relating to a matter pending, or to be brought before the City Council shall, whenever possible, be included in the agenda packet for the meeting at which such item is to be considered. If received after the delivery of the agenda packet, it shall be distributed to all persons receiving the agenda packet and all

others requesting such information as soon as practicable after receipt.

**2.2.9.2. LETTERS OF APPEAL.**

Letters of appeal from administrative or commission decisions shall be processed under applicable provisions of the municipal code, or other applicable ordinances.

**2.2.9.3. WRITTEN PUBLIC COMMENTS.**

Public comments submitted in written form shall be copied and distributed to all members of the City Council, the City Manager, and the City Attorney.

**2.3. PERSONS AUTHORIZED TO BE WITHIN PLATFORM AREA**

While the City Council is in session, no person except city officials shall be permitted within the area of the Council Chambers forward of the speaker's podium without the invitation or consent of the presiding officer.

**2.4. PUBLIC COMMENTS AT REGULAR AND ADJOURNED REGULAR MEETINGS.**

**2.4.1. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA**

Each person addressing the City Council during Public Comments on Matters Not on the Agenda shall be permitted three (3) minutes to address the City Council, but in cases where it appears that a large number of persons desire to address the City Council on one subject, the Presiding Officer may limit public comments on any one subject to an aggregate of fifteen (15) minutes. Public comments on matters not on the agenda shall be taken in accordance with the Order of Business set forth in paragraph 1.1.2.1 above.

**2.4.2. PUBLIC COMMENTS ON MATTERS ON THE AGENDA**

Public comments on the agenda shall be taken as to each agenda item called by the Presiding Officer for consideration; however, speakers who wish to address the City Council on any consent calendar item may only speak once prior to City Council consideration of the consent calendar. Each member of the public requesting to speak shall be allowed three (3) minutes to complete comments and all speakers on any one (1) agenda item shall be limited to a total aggregate time of fifteen (15) minutes.

**2.5. PUBLIC COMMENTS AT SPECIAL MEETINGS**

At special meetings of the City Council, no public comments will be taken on matters not on the agenda. Public comments on matters on the agenda shall be taken as to each agenda item as called by the Presiding Officer for consideration. However, with respect to Special Joint Meetings with other Agencies or

Commissions, public comments on matters on the agenda shall be taken in any manner consistent with state law and agreed to under Subsection 1.6.2 above. Each member of the public requesting to speak shall be allowed three (3) minutes to complete comments and all speakers on any one agenda item shall be limited to a total aggregate time of fifteen (15) minutes, except with respect to public hearings, where speakers shall be governed by the rules pertaining to public hearings at regular meetings.

## **2.6. PUBLIC COMMENTS AT STUDY SESSIONS.**

A public comment period, entitled “Public Comments on Matters Either on the Agenda or Not on the Agenda Under the Jurisdiction of the City Council” shall be included as part of the study session agenda. Such public comments shall be taken at the beginning of the meeting prior to the City Council consideration of any agenda item. Each speaker shall be subject to a three (3) minute time limit, with a total aggregate time for public comments of thirty (30) minutes. The City Council may extend the thirty (30) minute time limit upon a majority vote after an appropriate motion and second.

## **2.7. PUBLIC COMMENTS ON MATTERS ON CLOSED SESSION AGENDAS.**

The public shall be permitted to make comments on matters on the closed session agendas prior to the holding of each closed session in accordance with the following procedures:

### **2.7.1. CLOSED SESSIONS AFTER MEETINGS.**

For Closed Sessions held immediately after an open session of any City Council meeting, public comments shall be taken immediately prior to the Council adjourning the open session.

### **2.7.2. CLOSED SESSIONS BEFORE MEETINGS AND SEPARATE CLOSED SESSIONS.**

For Closed Sessions held immediately before any City Council meeting, or not in conjunction with any other meeting of the City Council, the Council shall convene in the Council Chambers or such other place as noted on the Agenda for the Closed Session, and receive public comments on matters on the Closed Session Agenda prior to retiring to the Closed Session.

### **2.7.3. TIME LIMITS.**

Each speaker shall be limited to three (3) minutes for all items on the Closed Session Agenda with an aggregate time limit for all public comments of fifteen (15) minutes unless extended upon a majority vote of the City Council after an appropriate motion and second.

## **3. CONDUCTING BUSINESS AT MEETINGS**

### **3.1. AGENDA ITEMS.**

Items may be placed on the agenda of any regularly scheduled meeting of the City

Council by the Mayor, or by any member of the City Council with the concurrence of one other member of the Council, or by the City Manager, City Attorney, or City Clerk. Items may be placed on the agenda of any special meeting with the consent of a majority of the City Council.

### **3.2. NOTICE OF MEETINGS**

Notice of regular meetings or regular study sessions need be given only under circumstances required by state law. Notice of Special Meetings and adjourned meetings shall be given in accordance with state law. Posted notice of all meetings shall be given as required by state law at the locations specified by resolution of the City Council. Inadvertent failure of the Clerk to post notice at any location so specified shall not invalidate any meeting so long as the posting actually done by or under the direction of the Clerk complies with state law for posted notices.

### **3.3. QUORUM AND REQUIRED MAJORITIES**

#### **3.3.1. MAJORITY QUORUM AND MAJORITY VOTE.**

Unless otherwise provided for in the Municipal Code or by state law, a majority of the City Council shall be a quorum sufficient to do business and motions may be passed 2-1 if only 3 attend.

#### **3.3.2. MATTERS REQUIRING THREE VOTES.**

The following matters, however, require three affirmative votes: (a) adoption of ordinances; (b) resolutions granting franchises, (c) resolutions amending the general plan; and (d) orders or appropriations for payment or expenditure of money.

#### **3.3.3. EMERGENCY ITEMS.**

Discussion and action on an item not appearing on the posted agenda of regular meetings, regular study sessions and closed sessions may occur if an emergency situation as defined in California Government Code Section 54956.5 is determined to exist by a majority vote of the Council.

#### **3.3.4. NEED FOR IMMEDIATE ACTION.**

Discussion and action on an item not appearing on the posted agenda may occur if the legislative body determines by a two-thirds vote of the members of the legislative body present at the meeting (or a unanimous vote if less than two-thirds of the members are present) there is both: a) the need to take action immediately, and; b) that the need for action came to the attention of responsible officers of the City after the agenda was posted.

#### **3.3.5. OTHER MATTERS REQUIRING SUPER-MAJORITY VOTES.**

Where state or federal law requires a vote greater than a majority for valid action or approvals, the required vote for passage or approval shall be in

accordance with the applicable statute. These matters include, but are not limited to:

- a) Adoption of a general tax (two-thirds majority of Council prior to public vote)
- b) An urgency ordinance for the immediate preservation of the public peace, health or safety, which must contain a declaration of the facts constituting the urgency (four-fifths vote)
- c) Interim ordinances effective immediately prohibiting land uses which may be in conflict with a contemplated zoning proposal which is or will be studied within a reasonable time (four-fifths vote)
- d) Adoption of a resolution of necessity for a proposed taking of property by power of eminent domain (two-thirds vote of all members of the city council)
- e) Conversion of land purchased for park purposes or land used for park purposes to other uses (four-fifths vote with special findings after a public hearing)
- f) Award of contracts without competitive bidding (finding by a four-fifths vote that an emergency exists)
- g) Resolution finding that a project can be performed more economically by day labor or through open market purchases of materials and supplies and dispensing with further public bidding after all bids are rejected (four fifths vote)
- h) Override of a decision of an Airport Land Use Commission "ALUC" (two-thirds vote including adoption of findings required by state statute)
- i) Override of an adverse determination of an ALUC concerning the city's proposed amendment of its general plan (two-thirds vote)
- j) Adoption of a redevelopment plan if either the Planning Commission or Project Area Committee has recommended against approval (two-thirds vote of the entire Council)
- k) Adoption of a resolution to authorize immediate expenditure of public money to safeguard life, health or property in case of emergency or disaster (four-fifths vote)
- l) Agreements to share sales and use tax proceeds among cities and/or counties (two thirds vote or voter-approval)
- m) Declaration of emergency setting an election to approve a general tax other than at a regularly-scheduled general city election (unanimous)

vote of the governing body)

### **3.3.6. LEGALLY REQUIRED PARTICIPATION**

If a majority of the City Council shall be disqualified to vote on a matter by reason of a conflict of interest, the City Council shall select by lot or other means of random selection, or by such other impartial and equitable means as the City Council shall determine, that number of its disqualified members which, when added to the members eligible to vote, shall constitute a quorum. Any disqualified member so chosen shall not participate in any discussion of the item and shall participate in voting only to the minimum extent required for a lawful and legal decision.

### **3.4. MEETINGS TO BE PUBLIC**

Study sessions and all regular, adjourned or special meetings of the City Council shall be open to the public; however, the City Council may hold closed sessions from which the public may be excluded for the consideration of any matter for which a closed session is permitted under applicable state law.

### **3.5. CONCLUSION OF MEETINGS**

The Council shall endeavor to adjourn all regular, adjourned or special meetings of the City Council including study sessions at 11:00 p.m. or as soon thereafter as any matter then being considered is concluded. The Council may, by motion and majority vote, continue the meeting after such time. However, continuing the meeting after such time without such motion or vote shall not invalidate any action taken.

## **4. PRESIDING OFFICER**

### **4.1. MAYOR AND MAYOR PRO TEM**

#### **4.1.1. MAYOR AS PRESIDING OFFICER.**

The Mayor shall be the presiding officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the City Clerk shall preside temporarily and shall immediately call for the Council to elect one of their number as a temporary presiding officer to serve until the arrival of the Mayor or the Mayor Pro Tem or until adjournment, whichever first occurs. A temporary presiding officer so elected shall be referred to by the Council and City Staff as "Mister Chairman" or "Madame Chairman" as appropriate to gender.

### **4.2. SELECTION OF MAYOR AND MAYOR PRO TEM.**

#### **4.2.1. ANNUAL SELECTION.**



The City Council shall meet annually at its first regular meeting in December to choose one of its number as Mayor and another of its number as Mayor Pro Tem. The new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January and shall assume their offices at the regular City Council meeting on the second Tuesday of January. However, in the event of a need for a special meeting between the special ceremonial meeting and the regular meeting on the second Tuesday, the newly sworn Mayor shall preside.

**4.2.2. CITY CLERK PRESIDES.**

The City Clerk shall convene and preside at the special ceremonial meeting for the installation and swearing in of the Mayor and Mayor Pro Tem. The City Clerk shall then administer the oaths of office. Each Council member shall have an opportunity for brief comments and the meeting shall be adjourned. No other business shall be conducted at such ceremonial meeting.

**4.2.3. SELECTION PROCESS.**

Nominations for the office of Mayor or Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

**4.2.4. WRITTEN BALLOT.**

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Council member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure, third edition, as revised or approved from time to time by the American Institute of Parliamentarians, shall apply to resolve any question of

procedure arising during the selection process, which is not governed by this Section.

**4.2.5. TERM OF OFFICE.**

Except as provided in this Section, the Mayor and Mayor Pro Tem selected pursuant hereto shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem pursuant to this Section, and thereafter until their successors have been duly selected.

**4.3. VACANCIES.**

**4.3.1. OCCURRENCE OF VACANCY.**

The offices of Mayor and Mayor Pro Tem shall be deemed vacant upon the happening of any of the following:

- a) The death of the holder of such office;
- b) The loss or resignation from membership on the City Council by the holder of such office; or
- c) The acceptance by the City Council of the resignation from such office by the holder thereof.

**4.3.2. FILLING VACANCY.**

At its first regular meeting after the occurrence of a vacancy created by any of the foregoing events, the City Council shall select a successor to such office pursuant to the selection procedures established by this Section.

**4.4. CALL TO ORDER**

The meeting of the City Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary presiding officer as provided above.

**4.5. PARTICIPATION OF PRESIDING OFFICER**

The presiding officer (except the City Clerk, when acting as presiding officer) may move, second, and debate from the chair, subject only to such limitations of debate as are imposed on all Council members. The presiding officer shall not be deprived of any of the rights and privileges of a Council member by reason of acting as presiding officer. However, the presiding officer is primarily responsible for the conduct of the meeting. If the presiding officer believes that personally engaging in the making or seconding of motions or extended debate on questions before the City Council would jeopardize the presiding officer's ability to fairly and efficiently conduct the meeting, the presiding officer may, but shall not be required to, turn the responsibility of presiding over to the Mayor Pro Tem or, in the absence or inability to act of the Mayor Pro Tem, to the City Clerk for the election of another Council member as temporary presiding officer.

#### **4.6. QUESTION TO BE STATED**

The presiding officer should restate or cause to be restated each question immediately prior to Council debate and discussion and again prior to calling for the vote. Following the vote, the presiding officer should announce whether the question carried or was defeated and the vote totals. Before proceeding to the next item of business, the presiding officer may also state the effect of the vote for the benefit of the audience.

#### **4.7. SIGNING OF DOCUMENTS**

After approval as to form by the City Attorney or his deputy, the Mayor, or Mayor Pro Tem in the absence of the Mayor, shall sign ordinances, resolutions and proclamations adopted by and letters, contracts and other documents and instruments approved by the City Council. The City Clerk or Assistant City Clerk shall attest to the signature of the Mayor or Mayor Pro Tem.

### **5. RULES, DECORUM, AND ORDER**

#### **5.1. MAINTENANCE OF ORDER**

The presiding officer is responsible for the maintenance of order and decorum at all times.

#### **5.2. POINTS OF ORDER**

The presiding officer shall determine all points of order subject to the right of any Council member to appeal to the City Council. If any appeal is taken, the question shall be "Shall the decision of the presiding officer be sustained" in which event a majority vote shall govern and conclusively determine such question of order.

#### **5.3. LANGUAGE**

All Council members, staff members and members of the public should speak respectfully and avoid the use of profanity, vulgarity and slanderous comments. Recognizing that the First Amendment precludes the City Council from prohibiting speakers from speaking based upon the content of speech, the presiding officer shall use his best efforts, short of enforcement action, to remind and encourage all participating in the meeting to keep their speech respectful towards others and within bounds appropriate for children and persons of sensitivity toward coarse language as a courtesy to others present or otherwise viewing Council meetings.

#### **5.4. ENFORCEMENT OF DECORUM**

##### **5.4.1. SERGEANT-AT-ARMS.**

The Chief of Police or his designee shall be ex-officio sergeant-at-arms of the City Council. At meetings where a Bailiff is assigned and present, the bailiff shall act as Sergeant-at-Arms, but shall remain subject to the direction of the Police Chief. The Sergeant-at-arms shall carry out all legal and valid

orders and instructions given him by the presiding officer for the purpose of maintaining order and decorum in the Council Chambers. Upon instructions from the presiding officer, it shall be the duty of the sergeant-at-arms to remove any disorderly person from the Council Chambers or place the disorderly person under arrest or both.

**5.4.2. FAILURE TO YIELD, DISRUPTIONS.**

Any person who refuses to relinquish the floor after their allotted time or while speaking or while attending the City Council meeting engages in conduct which disrupts the business of the meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer. Disruptive remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer who may direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer.

**5.4.3. CLEARING THE ROOM.**

As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the City Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**5.5. DECORUM AND ORDER – COUNCIL MEMBERS**

**5.5.1. MANNER OF SPEAKING.**

Any Council member desiring to speak shall activate the light signaling to the presiding officer a request to speak. In the event such signal lights are not available or functional, the Council member shall first address the presiding officer. Upon recognition by the presiding officer, the Council member shall speak only to the question under debate.

**5.5.2. QUESTIONING STAFF.**

A Council member desiring to question the staff should address his question to the City Manager, or, in appropriate cases, the City Clerk or City Attorney,

who shall be entitled either to answer the inquiry or to designate some staff member for that purpose. Such a designation may be made at the time of any staff presentation or on the agenda listing for the item.

**5.5.3. INTERRUPTIONS.**

Once recognized, a Council member shall not be interrupted while speaking unless called to order by the presiding officer; unless a point of order is raised by another Council member, or unless the speaker chooses to yield to questions from another Council member.

**5.5.4. PERSONAL PRIVILEGE.**

The right of a Council member to address the City Council on a question of personal privilege shall be limited to cases in which that Council member's integrity, character, or motives are assailed, questioned, or impugned.

**5.5.5. CONFLICT OF INTEREST AND DISCLOSURE**

**5.5.5.1. APPLICABLE LAW.**

All Council members are subject to the provisions of California law, including, but not limited to, Chapter 7, Title 9, of the California Government Code, Section 87100, et seq., relative to conflicts of interest, and to conflicts of interest codes adopted by the City Council.

**5.5.5.2. NO PARTICIPATION.**

Any Council member prevented from voting because of a conflict of interest shall refrain from any participation with respect to that item, including but not limited to questions, comments, debate and voting. Such Council member shall leave the Council Chambers during debate and voting on the issue.

**5.5.5.3. CONTACTS AND CONSULTATIONS WITH INTERESTED PARTIES.**

At the time that each matter is taken up by the City Council for action in public session and prior to participation in the consideration of that matter, each member of the City Council shall identify by name (or if sufficient legal reason exists not to disclose the name, by the general description of the person and the person's interest in the matter) each person with a material interest in the matter who has consulted with that Council member regarding the matter since the application or other proposal was actually presented to the City. Such disclosure may be oral and shall be supplemented, as required, if the matter is continued from one meeting to another. Failure to make a disclosure of consultation shall be deemed to be a representation that no disclosable consultation took place in respect to a matter coming

before the City Council for action. For items requiring a public hearing as to which any party is entitled to due process of law, each Council member should discourage such contacts and consultations outside of the hearing and shall, in addition to the disclosure required above, generally describe on the public record, the content of any such communication received outside of the public hearing.

**5.5.6. LIMITATION OF DEBATE**

No Council member shall speak for more than five minutes each time that Council member has the floor, without the approval of a majority vote of the City Council. No Council member normally should speak more than once upon any one subject until every other Council member choosing to speak thereon has spoken. The five-minute limit set forth herein shall not apply to remarks by a Council member under Council Member Reports and Closing Comments.

**5.5.7. DISSENTS, PROTESTS, AND COMMENTS**

Any Council member shall have the right to express dissent from, or protest to, or comment upon, any action of the City Council and have the reason entered in the minutes. If such dissent, protest or comment is desired to be entered in the minutes, this should be made clear by language such as, "I would like the minutes to show that I am opposed to this action for the following reasons . . ."

**5.6. PROCEDURES IN ABSENCE OF RULES**

In the absence of a rule herein or in a written policy adopted by the City Council, to govern a point or procedure, The Standard Code of Parliamentary Procedure, third edition, shall be used as a guide, unless the Council, by majority vote or consent adopts an interim rule for that point or procedure by motion and majority vote.

**5.7. RULINGS OF PRESIDING OFFICER FINAL UNLESS OVERRULED BY COUNCIL**

In presiding over City Council meetings, the presiding officer shall, with due consultation with the City Attorney, decide all questions of interpretation of these rules, points of order or other questions of procedure requiring rulings. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the Council members present and voting and shall be binding and legally effective (even if clearly erroneous) for purposes of the matter under consideration.

**5.8. DECORUM AND ORDER - PUBLIC**

Decorum of public speakers during public comments shall be governed by Section 2 of these rules. Members of the audience shall not address the Council, the presiding officer, the staff or other members of the public except during public comment periods. When a member of the audience has important information,

answers to questions raised during Council deliberations, or new evidence for Council consideration after the closing of the public comment period applicable to that item, the member of the public shall request to be recognized by the presiding officer by silently standing and/or raising a hand. Persons unable to stand or raise a hand may use such other means, including speaking out loud, if necessary, as are reasonably calculated to attract the attention of the presiding officer with the least disruption to the proceedings. The presiding officer shall have discretion to deny the request or briefly question the person regarding the general nature of the information held by the audience member, and/or the relevance and importance of the information. If the presiding officer deems the answers to such questions worthy of Council consideration the presiding officer shall ask for the Council to indicate, by majority consent, whether they wish to hear and consider the comments.

#### **5.9. DECORUM AND ORDER - EMPLOYEES**

The City Manager shall insure that all city employees observe proper rules of decorum. Any staff members, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the presiding officer. All remarks shall be addressed to the presiding officer or to the City Council and not to any one individual Council member or member of the public.

### **6. MOTIONS**

#### **6.1. WITHDRAWAL OF MOTIONS**

Once a motion is made and seconded, it shall not be withdrawn by the mover without the consent of the person seconding it.

#### **6.2. MOTIONS OUT OF ORDER**

The presiding officer may at any time, by majority consent of the City Council, permit a Council member to introduce an ordinance, resolution, or motion out of the regular agenda order.

#### **6.3. DIVISION OF QUESTION**

If the question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

#### **6.4. PRECEDENCE OF MOTIONS**

When a motion is before the City Council, no motion shall be entertained except the following, which shall have precedence in the following order:

- Adjourn
- Fix hour of adjournment
- Table
- Limit or terminate discussion

Amend  
Postpone

**6.5. MOTION TO ADJOURN**

A motion to adjourn shall be in order at any time, except as follows:

- a) When repeated without intervening business or discussion;
- b) When made as an interruption of a member while speaking;
- c) When discussion has been ended, and vote on motion is pending; and
- d) While a vote is being taken.

A motion to adjourn without specifying another time if adopted shall adjourn the meeting to the next regular meeting or next regular study session, whichever first occurs and shall not be debatable. A motion to adjourn to a specific time shall be debatable only as to the time to which the meeting is adjourned.

**6.6. MOTION TO TABLE**

A motion to table shall be used to temporarily bypass the subject. A motion to table shall not be debatable and shall not be subject to amendment. Such a motion shall immediately terminate any further debate of the subject under consideration until the motion is determined. If the motion shall prevail, the matter may be “taken from the table” by motion and majority vote at any time, subject to agenda posting and any notice requirements.

**6.7. MOTION TO LIMIT OR TERMINATE DISCUSSION**

Such a motion shall be used to limit or close debate on, or further amendments to, the main motion and shall not be debatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

**6.8. MOTION TO AMEND**

A motion to amend shall be debatable only as to content of the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. Amendments shall be voted first and then the main motion, as amended.

**6.9. MOTION TO SUBSTITUTE**

A motion to substitute a new motion for a pending motion or to amend the pending motion by substitution shall be debatable only as to the content of the substituted motion. A motion to substitute or to amend by substitution shall be germane to the general subject matter of the pending motion but may differ in wording, purpose and/or effect. If the motion prevails, the new motion shall take the place of the former motion and any amendments previously adopted, which shall no longer be on the floor. If the motion fails, the original motion remains pending. Such a motion shall be voted on before voting on any proposed amendments not already



approved.

#### **6.10. MOTION TO CONTINUE**

Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

### **7. VOTING PROCEDURE**

#### **7.1. VOTING PROCEDURE**

In acting upon every motion, the vote shall be taken by voice or roll call or any other method by which the vote of each Council member present can be clearly ascertained. The vote on each motion shall then be entered in full upon the record.

The order of voting shall be alphabetical by surname with the presiding officer voting last. The clerk shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond "aye," "no," or "abstain;" provided that when a vote is collectively taken by voice or when a method of voting other than by voice or roll call is used, any Council member not audibly and clearly responding "no" or "abstain" or otherwise registering an objection shall be recorded as voting "aye."

#### **7.2. ROLL CALL VOTING**

A roll call vote shall be used for all ordinances, resolutions and orders for franchises or payments of money. Any other question before the City Council shall not require a roll call vote unless requested by any member. It shall not be in order for members to explain their votes during roll call. Council members may change their votes before the next order of business is called.

#### **7.3. ABSTENTIONS DISCOURAGED**

Every Council member should vote "aye" or "nay" on each item unless disqualified for cause.

#### **7.4. RECONSIDERATION**

Any Council member who voted with the majority may move for reconsideration of any action at the same meeting or at the next regular meeting, so long as the item is duly listed and posted on the agenda for the subsequent meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council.

#### **7.5. TIE VOTES**

Tie votes shall be lost motions. When all Council members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the City Council takes other action to further consider the matter. If a tie vote results at a time when less than all members of the City Council are present, the matter shall automatically be continued to the agenda of the next regular meeting of the City Council, unless otherwise ordered by the City

Council.

## **8. LEGISLATIVE AND ADMINISTRATIVE ACTIONS**

### **8.1. DEFINITIONS.**

#### **8.1.1. ORDINANCE**

An “Ordinance” is a formal legislative act of the City Council having the force of law and has the meaning generally attributed to ordinances under the California Government Code. Ordinances are memorized in documents so designated and executed with the formalities required by the Government Code.

#### **8.1.2. RESOLUTION**

“Resolution” means a formal action of the City Council memorialized by a separate document, numbered in sequence, and preserved in a separate set of books. A resolution documents both the action taken by the Council and the reasons for the action and may contain findings of fact and/or recitations of legal or policy reasons for the action. “Resolutions” are used when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, when needed for legal reasons to document important Council decisions, when documenting important policy or administrative decisions with long-term effects, or where the frequency of future reference back to its contents warrants a separate document.

#### **8.1.3. MINUTE ORDER.**

A “minute order” as used locally denotes a decision of the City Council entered in the minutes and documenting the reasons (findings of fact and policy considerations) for the decision at the request of a member of the City Council or for legal reasons at the request of the City Attorney. A “minute order” is drafted far more briefly than a “resolution” and is distinguished from a mere minute entry only by the detail entered in explaining findings of facts and policy considerations behind the Council’s decision.

#### **8.1.4. MINUTE ENTRY.**

The “minute entry”, is an entry in the minutes of the meeting recording a City Council action.

### **8.2. ORDINANCES**

#### **8.2.1. INTRODUCTION AND ADOPTION OF ORDINANCES**

##### **8.2.1.1. INTRODUCTION AND READING.**

Except for urgency ordinances, ordinances shall not be passed within

five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed immediately upon introduction and either at a regular or special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Council members present, all ordinances shall be read in full either at the time of introduction or passage. Waiver of further reading of all ordinances on the agenda of any meeting may be done in advance as a consent calendar item.

**8.2.1.2. ALTERED ORDINANCES.**

When ordinances, other than urgency ordinances, are altered after introduction, they shall be introduced again and shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration and reintroduction. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

**8.2.2. EFFECTIVE DATE**

All ordinances, except as provided in Section 36937 of the Government code, shall take effect thirty (30) days after adoption but may be made operative at such later date as may be designated in the ordinance.

**8.2.3. PUBLISHING**

It shall be the duty of the City Clerk to post or publish all ordinances in accordance with Section 36933 of the Government Code within fifteen (15) days after adoption.

**8.2.4. URGENCY ORDINANCES**

All urgency ordinances must receive four (4) affirmative votes to be adopted and to become effective immediately. If such an ordinance fails to receive a four-fifths (4/5) majority, it may thereafter be considered and passed in the same manner and with the same effect as regular ordinances.

**8.3. RESOLUTIONS**

**8.3.1. RESOLUTIONS PREPARED IN ADVANCE**

If a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Section 7.1, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it. Any member may require that the resolution be read in full.

**8.3.2. RESOLUTIONS NOT PREPARED IN ADVANCE**

If a resolution has not been prepared in advance, the procedure shall be to

instruct the City Manager or the City Attorney to prepare a resolution for presentation at a subsequent City Council meeting.

### **8.3.3. URGENCY RESOLUTIONS**

#### **8.3.3.1. ORAL PRESENTATION.**

In matters of urgency, a resolution may be presented orally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Section 8.2 above shall be followed.

#### **8.3.3.2. DISFAVORED.**

Urgency resolutions shall be avoided except when absolutely necessary; and they shall not be used when resolutions are required by law, including, but not limited to actions related to public financing, improvement acts, eminent domain, general plan and zoning matters, force account work on public projects and other matters where state statutes specify that action must be taken by formal resolution. If the resolution has been drafted in written form, either before or during the meeting, this section shall not be deemed applicable.

### **8.4. POLICIES**

The City Council may, by resolution or by motion, adopt written policies governing administrative and other routine matters, providing ongoing direction to City staff regarding particular subjects, or setting standards for City involvement in particular types of activities such as public financing, investment, economic development, influencing action by other governmental bodies, and such other matters as the Council may determine from time to time. Such policies shall be compiled in the City's administrative policy handbook together with policies issued by the City Manager for the direction of the City Staff.

## **9. COMMITTEES**

### **9.1. FINANCE COMMITTEE**

There shall be a standing committee of the City Council known as the finance committee, whose duties shall be those as prescribed in the City of Moreno Valley Municipal Code, or as otherwise assigned by the City Council. The committee shall consist of two (2) Council members appointed by the Mayor and confirmed by the City Council.

### **9.2. PUBLIC SAFETY COMMITTEE**

There shall be a standing committee of the City Council known as the public safety committee. The committee shall consist of two (2) members who shall be Council members appointed by the Mayor and confirmed by the City Council. The public safety committee shall study matters relating to law enforcement, fire services,

traffic safety, animal control, and related matters referred to it by the City Council, and shall make recommendations to the City Council.

**9.3. OTHER COMMITTEES**

The City Council may by resolution create other standing committees and by motion or resolution may appoint ad hoc committees for particular temporary purposes.

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**RULES OF PROCEDURE  
FOR  
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and Related Functions and Activities  
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Adopted March 25, 2003  
Amended – Resolution 2011-  
Adopted December 13, 2011

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Rules of Procedure for Council Meetings  
and Related Functions and Activities  
Resolution No. 2003-17  
Adopted March 25, 2003  
Amended – Resolution 2011-  
Adopted December 13, 2011

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Rules of Procedure for Council Meetings  
and Related Functions and Activities  
Resolution No. 2003-17  
Adopted March 25, 2003  
Amended – Resolution 2011-  
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**1. MEETINGS**

**1.1. REGULAR MEETINGS**

**1.1.1. TIME AND PLACE.**

1.1.1.1. *Regular Time and Place.*

Regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month at 6:30 p.m. in the City Council Chambers of City Hall or such other time and place as shall be specified by resolution of the City Council.

**1.1.2. AGENDA.**

**1.1.2.1. ORDER OF BUSINESS.**

The order of business of each regular meeting of the City Council shall be as set forth in the agenda prepared by the City Clerk. The agenda shall be a listing by topic of the subjects, numbered as designated by the City Clerk and taken up for consideration in substantially the following order:

- Special Recognition/Presentations (6:00 p.m., if necessary)\*
- Call to Order (6:30 p.m.)
- Pledge of Allegiance
- Invocation
- Roll Call
- Introductions
- Public Comments on Matters on the Agenda\*\*
- A-C. Consent Calendars \*\*\*
  - City Council
  - Moreno Valley Community Services District
  - Community Redevelopment Agency of the City of Moreno Valley
- D. Public Hearings
- E. Items Pulled from Consent Calendars for Discussion or Separate Action
- F. Reports
- G. Legislative Actions
  
- Public Comments on Matters Not on the Agenda\*\*\*\*
- City Council Reports and Closing Comments
- Public Comments on Matters on the Closed Session Agenda\*\*\*\*\*
- Closed Session, if needed

Report of Action from Closed Session

Adjournment

\*See Section 1.2 below

\*\* *The Presiding Officer will announce that public comments on matters on the agenda will be taken up as the item is called for business [Subsection 2.4.2 below], between staff's report and City Council deliberation.*

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\*\*\* Consent calendars will begin immediately after introductions (and special presentations, if any), with the remaining items taken in the order of the agenda. Any consent calendar item(s), pulled for discussion or separate action will be heard immediately following the public hearings.

\*\*\*\* Public Comments on Matters Not on the Agenda are governed by Subsection 2.4.1 below and will be heard prior to City Council Reports and Closing Comments. Following public comments on matters not on the agenda, the Presiding Officer may request that staff respond to legal or factual issues raised during the public 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.

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\*\*\*\*\* Public Comments on matters on the closed session agenda (if a closed session is held) are governed by Section 2.7 below.

**1.1.2.2. CHANGES IN AGENDA.**

Except with the consent of the majority of the City Council, items shall not be taken out of the order prescribed above. No matters other than those listed on the agenda shall be acted upon by the City Council except as permitted under applicable state law.

**1.1.2.3. DELIVERY AND POSTING OF AGENDA**

Barring insurmountable difficulties, the agenda for each regular meeting of the City Council, and reports and other documentation related thereto, shall be delivered to the Council members and made available to the public on the Thursday preceding the Tuesday meeting to which the agenda pertains. The agenda shall conform to, and be posted in accordance with, applicable requirements of the

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California Government Code. Agendas shall be posted at least 72 hours prior to the time scheduled for the meeting on the bulletin board outside the City Council Chambers at City Hall and at such other places within the City as the City Council has designated for posting notices of City Council meetings.

**1.1.3. ROLL CALL**

Before proceeding with the business of the City Council, the City Clerk shall call the roll of the Council members and the names of those present shall be entered in the minutes. The order of roll call shall be alphabetical, except that the Mayor shall be called last.

**1.1.4. APPROVAL OF MINUTES:**

Unless requested by a majority of the City Council, minutes of the previous meeting may be approved without public reading if the City Clerk has previously furnished each Council member with a copy thereof.

**1.1.5. PUBLIC HEARINGS**

**1.1.5.1. ORDER OF PROCEEDINGS.**

Generally, public hearings, other than those of a quasi-judicial nature, shall be conducted in the following order:

- Staff Review and Report
- Questions of Staff by City Council
- Hearing Opened by Mayor
- Presentation by Proponent, Applicant or Appellant
- Questions of Proponent, Applicant or Appellant by Council and/or Staff
- Public Testimony
- Rebuttal by Proponent, Applicant or Appellant
- If Desired, Hearing Closed
- Questions by City Council
- Discussion by City Council
- Action by City Council

**1.1.5.2. PUBLIC TESTIMONY.**

**1.1.5.2.1. Time Limits.**

Questions, comments, and testimony from the public shall be limited to the subject under consideration. Depending upon the extent of the agenda, and the number of persons desiring to speak on an issue, the presiding officer may, at the beginning of the hearing, limit testimony from the public, but in no event to less than 5 minutes per individual and no less than 20 minutes per

hearing item. Any person may speak for a longer period of time, upon approval of the City Council, when this is deemed necessary in such cases as when a person is speaking as a representative of a group or has graphic or slide presentations requiring more time.

**1.1.5.2.2. Testimony After Closure of Hearing.**

Once the hearing has been closed, no additional public testimony will be taken without a majority vote of the City Council to reopen the hearing, even in cases where the item is continued to a future date for Council consideration. However, after the hearing has been closed, the Council may direct questions to the applicant or any other person who has testified during the hearing, and receive their answers, which shall be deemed to be part of the record of testimony at the hearing. In the event that public testimony is reopened to allow additional information or additional speakers, the proponent, applicant or appellant shall be permitted a reasonable time for rebuttal. Any request for reopening of the hearing shall be submitted in writing to the bailiff or to the City Clerk, who shall deliver it to the presiding officer in a manner calculated to be least disruptive to any proceedings under way.

**1.1.5.2.3. Written Testimony.**

Testimony submitted in written form may be added to the record of the hearing by motion and majority vote or consent of the City Council.

**1.1.5.2.4. Testimony Under Oath.**

In any hearing before the City Council, notice of which is to be published or posted, if the City Council or any member thereof, or a proponent or opponent of the matter, requests that any or all participants in the proceedings testify under oath or affirmation, the making of such request shall be set forth in the notice of hearing. Additionally, the notice of hearing shall state that the giving of testimony under oath or affirmation shall be voluntary as to each person wishing to be heard in the matter, and that any persons having a question or concern regarding the giving of testimony under oath or affirmation should consult an attorney of their own choosing and at their own expense. Each person testifying under oath or affirmation in any such proceeding shall, before so testifying, state on the record agreement to testify under oath or affirmation in the matter and has had an opportunity to choose and to consult with an attorney in respect thereto. Upon

request to the City Clerk, each Council member will receive sufficient notice, by phone, memo, fax or electronic mail prior to the time of publishing or posting of any hearing notice in order to make such a request.

**1.1.5.3. QUASI-JUDICIAL HEARINGS.**

Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the City Attorney shall advise the City Council in this regard.

**1.1.6. CONSENT AGENDA**

Items of routine nature, not anticipated to be controversial, may be placed on the consent calendar by the City Manager. All items may be approved by one blanket motion upon unanimous consent. Any Council member may request that any item be withdrawn from the consent agenda for separate consideration. Any Council member may abstain from voting on any consent agenda item without requesting its removal from the consent agenda, by orally stating intent to abstain as to a particular item. The City Clerk shall record such abstentions in the minutes.

**1.1.7. CITY COUNCIL REPORTS AND COMMENTS**

The Mayor or any Council member may, during the time for reports and comments by Council members, report on activities in representing the Council or the City on boards, committees, commissions, task forces, and other official bodies, before other governmental agencies and at public events. Each Council member may also bring to City Council's attention any item of new business under this portion of the agenda. Action on any matter of business not listed on the agenda shall be deferred until properly listed on the agenda for a subsequent City Council meeting unless properly added to the agenda due to a need for immediate action pursuant to state law. If two Council members concur that an item should be added to a future agenda, the Council shall give direction to staff as to whether the matter should be placed on the agenda for a regular Council meeting, a study session or a special meeting.

**1.2. SPECIAL PRESENTATIONS.**

In order to promote efficiency in handling the business of the City and to provide for proper recognition of those making a contribution to the community, the City Council shall, from time to time, absent special circumstances such as scheduling issues precluding a recipient from attending at that time, convene at 6:00p.m. prior to a regular City Council Meeting for ceremonial purposes. Such a session shall be posted on the agenda for the regular Council Meeting as "Special Presentations". Agenda items for a Special Presentations session shall include only ceremonial

matters, including but not limited to, giving or receiving of gifts and awards, proclamations or previously adopted resolutions.

**1.3. ADJOURNED MEETINGS.**

Any meeting may be adjourned to a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened.

**1.4. STUDY SESSIONS**

**1.4.1. NOTICE AND AGENDA.**

A study session is a meeting of the City Council, provided a quorum is present. Regular study sessions shall be noticed, agendaized and conducted in compliance with state laws governing regular meetings of the City Council.

Special study sessions may be called in accordance with the procedures for special meetings of the City Council and shall be noticed, agendaized and conducted in accordance with state law governing special meetings of the City Council.

**1.4.2. LACK OF QUORUM**

In the event that a quorum is lacking for a study session, the meeting may proceed as a briefing at the request of the council members present, but shall not be considered a meeting of the City Council and no direction shall be given to staff by majority consent except to place an item on a future agenda. The proceedings shall continue to be open to the public, public comments shall be taken as for regular study sessions, and all other rights of the public with respect to City Council meetings shall be observed.

**1.4.3. LIMITED ACTIONS.**

Notwithstanding that a study session is a meeting of the City Council, the Council by these rules has determined that study sessions are limited purpose meetings and that no formal vote or final action of the City Council shall be taken. The Council members may individually express their opinions and ask questions concerning a study session item, and may, by majority consent, give general direction to staff concerning further action to be taken prior to formal City Council consideration of the item, but any final action or formal motions or vote required to effect Council approval or denial shall take place at a regular Council meeting. However, Council members shall not express opinions, nor give directions to staff indicative of any opinions, regarding the approval, disapproval, granting or denial of any item for which a subsequent public hearing will be required prior to final action.

**1.4.4. TIME AND PLACE.**

Regular study sessions of the City Council shall be held on the third Tuesday



of each month at 6:00 p.m. in the City Council Chambers of City Hall or such other time and place as specified by resolution of the City Council.

**1.4.5. SPECIAL STUDY SESSIONS**

Study sessions may be held at times or places other than the regular time and place if noticed and agendized as a special meeting and designated as a study session. A special meeting designated as a study session shall be subject to this Section 1.4.

**1.5. SPECIAL MEETINGS.**

**1.5.1. NOTICE.**

The Mayor or a majority of the members of the Council may call special meetings of the City Council upon not less than 24 hours notice and in accordance with Section 54956 of the California Government Code, and other applicable state statutes, as amended from time to time.

**1.5.2. MATTERS CONSIDERED.**

Only matters contained in the notice of the special meeting may be considered. No ordinance, other than an urgency ordinance, may be adopted at a special meeting. Matters may be placed on the notice of special meeting only with the prior approval of the Mayor or of a majority of the members of the Council.

**1.6. SPECIAL JOINT MEETINGS**

**1.6.1. CALLING OF MEETING.**

Special Joint Meetings of the City Council and the governing board of another governmental agency (other than those whose governing boards are comprised of the City Council members) may be called and noticed in accordance with the rules for calling special meetings of the City Council.

**1.6.2. RULES OF PROCEDURE.**

The rules of procedure governing such joint meetings shall be agreed to by the Mayor and the chairperson of the other governing body or bodies and shall be listed on the agenda for the Special Joint Meeting. The agenda shall include ratification of the agenda by each body as the first order of business after roll calls and ceremonial openings such as the flag salute and invocation, if any. Ratification of the agenda shall be deemed to be adoption of any rules and agenda formats contained therein for the purposes of that meeting only. However, all rules and agenda formats shall conform to all applicable state and federal laws and regulations.

**1.6.3. WITH OTHER COUNCIL MEETINGS.**

A Special Joint Meeting may be called and noticed even if a regular Council meeting or study session would have ordinarily been scheduled for the same time and place. However, if agenda items are included for the consideration of the Council separately from the other attending body(ies), the meeting shall be deemed both a special joint meeting and a regular Council meeting or study session as applicable, and the rules of procedure applicable to each type of meeting shall apply respectively to those agenda items to be considered jointly or separately or to each portion of the meeting so designated on the agenda.

**1.7. CLOSED SESSIONS.**

**1.7.1. REGULAR CLOSED SESSIONS.**

Regular closed sessions shall be held at 6 p.m. on the first Tuesday of each month, and immediately following Regular City Council Meetings and Study Sessions, unless no closed session items are scheduled for that meeting.

**1.7.2. SPECIAL CLOSED SESSIONS.**

Special closed sessions may be called in accordance with the provisions of these rules and state laws for calling special meetings of the City Council.

**1.7.3. IMMEDIATE CLOSED SESSIONS.**

The City Council may, subject to the requirements of state law, recess an open meeting to an immediate closed session when the issues raised in the open session give reason to do so.

**1.7.4. MINUTES.**

Pursuant to Section 54957.2 of the California Government Code, the City Clerk may from time to time be required to attend a closed session of the City Council and keep and enter in a minute book a record of topics discussed and decisions made at each meeting. The confidentiality of such minutes shall be maintained pursuant to said section of the Government Code.

**1.7.5. AGENDAS.**

Agendas for regular closed sessions shall be noticed, agendized and conducted in compliance with state laws governing regular meetings of the City Council and the provisions of §1.1.2.3 above.

**1.7.6. ANNOUNCEMENTS OF ACTION TAKEN.**

When required by state law, actions taken in closed session shall be announced in open session promptly after the closed session. For closed sessions held immediately before any City Council meeting, announcement shall be made during the subsequent meeting. A place may be listed on the

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agenda for such announcements. After closed sessions held after any City Council meeting or not in conjunction with any other meeting of the City Council, the members of the Council shall reconvene in open session and make such announcements prior to final adjournment of the meeting.

**1.8. EMERGENCY MEETINGS.**

Upon finding by majority vote that an emergency situation exists where prompt action is necessary due to the disruption or threatened disruption of public facilities due to either a work stoppage or other activity which severely impairs public health or safety, or a crippling disaster which severely impairs public health or safety, the Council may convene an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement for special meetings provided that all provisions of Section 94956.5 of the California Government Code, and other applicable law, are complied with.

**2. PUBLIC COMMENTS AND ADDRESSING THE COUNCIL**

**2.1. PUBLIC COMMENTS GOVERNED BY THIS SECTION; EXCEPTIONS**

The rules and procedures set forth in this Section 2 shall govern each opportunity for the public to address the City Council during its meetings except as expressly set forth elsewhere or as otherwise required by law. These rules and procedures shall govern public testimony during public hearings except as to those matters set forth in Subsection 1.1.5 above. Public comments are also governed by the rules of decorum set forth in Subsection 5.8 below.

**2.2. MANNER OF ADDRESSING THE CITY COUNCIL**

**2.2.1. SPEAKER FORMS.**

Members of the public may address the City Council during the time set aside for public comments on any subject not on the agenda under the jurisdiction of the City Council and before consideration of any item on the agenda; however, no person shall address the City Council without first being recognized by the Presiding Officer. Any person desiring to speak shall first complete an appropriate speaker request form and submit it to the bailiff, or in the absence of the bailiff, the City Clerk. Speaker request forms are required to be completed and submitted prior to the Presiding Officer calling for public comments on any subject not on the agenda or any particular agenda item. Any speaker request form not completed and submitted before the Presiding Officer calls for public comments shall be considered late and the public comment shall not be received except on a majority vote of the City Council after an appropriate motion and second prior to the first public comment being received. No person is required to list his or her name or address on the speaker request form; however, such information would be helpful for staff to provide follow-up information to the speaker if needed.

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**2.2.2. SPEAKER PROCEDURES.**

At the time for public comments, the Presiding Officer shall announce speakers in random order by name or number from the submitted speaker request forms received for that item. The first speaker announced by the Presiding Officer shall take their place at the speaker's podium and wait until the Presiding Officer indicates they may proceed with their comments. The second speaker announced by the Presiding Officer shall line up behind the speaker's podium along the wall to await their turn at the speaker's podium. Upon conclusion of the comments of the speaker at the speaker's podium, the person waiting shall immediately take their place at the speaker's podium and wait until the Presiding Officer indicates they may proceed with their comments. The Presiding Officer shall announce the next speaker, who will line up behind the speaker's podium along the wall. This procedure shall be followed until all speakers have been called by the Presiding Officer.

**2.2.3. ADDRESS PRESIDING OFFICER.**

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. No person shall begin their comments until recognized by the Presiding Officer. The Presiding Officer determines the order of speakers, except that the order of speakers for public hearing development projects is determined by other policies.

**2.2.4. SUBJECT UNDER DISCUSSION.**

During public comments on matters on the agenda and public hearings, all remarks shall be limited to the subject under consideration.

**2.2.5. COUNCIL MEMBER RESPONSES.**

Any council member who has been recognized by the Presiding Officer for such purpose may address or respond to a member of the public who has addressed the City Council pursuant hereto. Such address or response shall not exceed three (3) minutes in time and shall be deemed to be the individual position or opinion of the council member offering the address or response and shall not constitute the official position or obligation of the City Council or the City in any manner. Unless otherwise directed by the City Council upon a majority vote after an appropriate motion and second, the restrictions imposed by this Subsection 2.2.5 shall apply only to those portions of the agenda during which public comments are received.

**2.2.6. ADDRESSING THE CITY COUNCIL AFTER THE PUBLIC COMMENT PERIOD.**

After the public comment period has been concluded for any agenda item, no member of the public shall address the City Council without first obtaining permission by a majority vote of the City Council after an appropriate motion

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and second. Any request for such permission shall be submitted in writing to the bailiff or to the City Clerk, who shall deliver the request to the Presiding Officer in a manner least disruptive to any proceedings under way.

**2.2.7. CHANNELING COMMUNICATIONS TO STAFF.**

After any public comment where a request has been made by the speaker, the Presiding Officer may, the speaker to communicate the same request to the City Manager or other appropriate staff member during regular business hours, or in writing for subsequent submittal to council members, pursuant to Subsection 2.2.9.

**2.2.8. LIMITATIONS ON PUBLIC COMMENTS**

The making of oral communications to the City Council by any member of the public during the "Public Comments" portions of the agenda shall be subject to the following limitations:

**2.2.8.1. MULTIPLE SPEAKERS.**

If it appears that several speakers desire to speak regarding a single agenda item, the Presiding Officer may reasonably limit the number of speakers as to each side of an issue. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson. The Presiding Officer may, but is not required to, allow grouping of speakers into a coordinated presentation if it would be beneficial to the City Council's understanding of an issue or would be time efficient in conducting the City council's business. However, no additional time shall be given to address the City Council on that agenda item.

**2.2.8.2. REPETITIOUS AND IRRELEVANT COMMENTARY**

Irrespective of any time limits, the Presiding Officer may regulate or terminate the comments of a speaker when the Presiding Officer reasonably determines that the speaker is being unduly repetitious or engaging in extended discussion of irrelevancies. The Presiding Officer shall first issue a warning to the speaker and explain the reasons for the warning prior to terminating the speaker's time.

**2.2.9. WRITTEN CORRESPONDENCE**

**2.2.9.1. INCLUDED IN AGENDA PACKET.**

Any written communication relating to a matter pending, or to be brought before the City Council shall, whenever possible, be included in the agenda packet for the meeting at which such item is to be considered. If received after the delivery of the agenda packet, it shall be distributed to all persons receiving the agenda packet and all

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others requesting such information as soon as practicable after receipt.

**2.2.9.2. LETTERS OF APPEAL.**

Letters of appeal from administrative or commission decisions shall be processed under applicable provisions of the municipal code, or other applicable ordinances.

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**2.2.9.3. WRITTEN PUBLIC COMMENTS.**

Public comments submitted in written form shall be copied and distributed to all members of the City Council, the City Manager, and the City Attorney.

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**2.3. PERSONS AUTHORIZED TO BE WITHIN PLATFORM AREA**

While the City Council is in session, no person except city officials shall be permitted within the area of the Council Chambers forward of the speaker's podium without the invitation or consent of the presiding officer.

**2.4. PUBLIC COMMENTS AT REGULAR AND ADJOURNED REGULAR MEETINGS.**

**2.4.1. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA**

Each person addressing the City Council during Public Comments on Matters Not on the Agenda shall be permitted three (3) minutes to address the City Council, but in cases where it appears that a large number of persons desire to address the City Council on one subject, the Presiding Officer may limit public comments on any one subject to an aggregate of fifteen (15) minutes. Public comments on matters not on the agenda shall be taken in accordance with the Order of Business set forth in paragraph 1.1.2.1 above.

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**2.4.2. PUBLIC COMMENTS ON MATTERS ON THE AGENDA**

Public comments on the agenda shall be taken as to each agenda item called by the Presiding Officer for consideration; however, speakers who wish to address the City Council on any consent calendar item may only speak once prior to City Council consideration of the consent calendar. Each member of the public requesting to speak shall be allowed three (3) minutes to complete comments and all speakers on any one (1) agenda item shall be limited to a total aggregate time of fifteen (15) minutes.

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**2.5. PUBLIC COMMENTS AT SPECIAL MEETINGS**

At special meetings of the City Council, no public comments will be taken on matters not on the agenda. Public comments on matters on the agenda shall be taken as to each agenda item as called by the Presiding Officer for consideration. However, with respect to Special Joint Meetings with other Agencies or

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Commissions, public comments on matters on the agenda shall be taken in any manner consistent with state law and agreed to under Subsection 1.6.2 above. Each member of the public requesting to speak shall be allowed three (3) minutes to complete comments and all speakers on any one agenda item shall be limited to a total aggregate time of fifteen (15) minutes, except with respect to public hearings, where speakers shall be governed by the rules pertaining to public hearings at regular meetings.

**2.6. PUBLIC COMMENTS AT STUDY SESSIONS.**

A public comment period, entitled "Public Comments on Matters Either on the Agenda or Not on the Agenda Under the Jurisdiction of the City Council" shall be included as part of the study session agenda. Such public comments shall be taken at the beginning of the meeting prior to the City Council consideration of any agenda item. Each speaker shall be subject to a three (3) minute time limit, with a total aggregate time for public comments of thirty (30) minutes. The City Council may extend the thirty (30) minute time limit upon a majority vote after an appropriate motion and second.

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**2.7. PUBLIC COMMENTS ON MATTERS ON CLOSED SESSION AGENDAS.**

The public shall be permitted to make comments on matters on the closed session agendas prior to the holding of each closed session in accordance with the following procedures:

**2.7.1. CLOSED SESSIONS AFTER MEETINGS.**

For Closed Sessions held immediately after an open session of any City Council meeting, public comments shall be taken immediately prior to the Council adjourning the open session.

**2.7.2. CLOSED SESSIONS BEFORE MEETINGS AND SEPARATE CLOSED SESSIONS.**

For Closed Sessions held immediately before any City Council meeting, or not in conjunction with any other meeting of the City Council, the Council shall convene in the Council Chambers or such other place as noted on the Agenda for the Closed Session, and receive public comments on matters on the Closed Session Agenda prior to retiring to the Closed Session.

**2.7.3. TIME LIMITS.**

Each speaker shall be limited to three (3) minutes for all items on the Closed Session Agenda with an aggregate time limit for all public comments of fifteen (15) minutes unless extended upon a majority vote of the City Council after an appropriate motion and second.

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**3. CONDUCTING BUSINESS AT MEETINGS**

**3.1. AGENDA ITEMS.**

Items may be placed on the agenda of any regularly scheduled meeting of the City

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Council by the Mayor, or by any member of the City Council with the concurrence of one other member of the Council, or by the City Manager, City Attorney, or City Clerk. Items may be placed on the agenda of any special meeting with the consent of a majority of the City Council.

### **3.2. NOTICE OF MEETINGS**

Notice of regular meetings or regular study sessions need be given only under circumstances required by state law. Notice of Special Meetings and adjourned meetings shall be given in accordance with state law. Posted notice of all meetings shall be given as required by state law at the locations specified by resolution of the City Council. Inadvertent failure of the Clerk to post notice at any location so specified shall not invalidate any meeting so long as the posting actually done by or under the direction of the Clerk complies with state law for posted notices.

### **3.3. QUORUM AND REQUIRED MAJORITIES**

#### **3.3.1. MAJORITY QUORUM AND MAJORITY VOTE.**

Unless otherwise provided for in the Municipal Code or by state law, a majority of the City Council shall be a quorum sufficient to do business and motions may be passed 2-1 if only 3 attend.

#### **3.3.2. MATTERS REQUIRING THREE VOTES.**

The following matters, however, require three affirmative votes: (a) adoption of ordinances; (b) resolutions granting franchises, (c) resolutions amending the general plan; and (d) orders or appropriations for payment or expenditure of money.

#### **3.3.3. EMERGENCY ITEMS.**

Discussion and action on an item not appearing on the posted agenda of regular meetings, regular study sessions and closed sessions may occur if an emergency situation as defined in California Government Code Section 54956.5 is determined to exist by a majority vote of the Council.

#### **3.3.4. NEED FOR IMMEDIATE ACTION.**

Discussion and action on an item not appearing on the posted agenda may occur if the legislative body determines by a two-thirds vote of the members of the legislative body present at the meeting (or a unanimous vote if less than two-thirds of the members are present) there is both: a) the need to take action immediately, and; b) that the need for action came to the attention of responsible officers of the City after the agenda was posted.

#### **3.3.5. OTHER MATTERS REQUIRING SUPER-MAJORITY VOTES.**

Where state or federal law requires a vote greater than a majority for valid action or approvals, the required vote for passage or approval shall be in



accordance with the applicable statute. These matters include, but are not limited to:

- a) Adoption of a general tax (two-thirds majority of Council prior to public vote)
- b) An urgency ordinance for the immediate preservation of the public peace, health or safety, which must contain a declaration of the facts constituting the urgency (four-fifths vote)
- c) Interim ordinances effective immediately prohibiting land uses which may be in conflict with a contemplated zoning proposal which is or will be studied within a reasonable time (four-fifths vote)
- d) Adoption of a resolution of necessity for a proposed taking of property by power of eminent domain (two-thirds vote of all members of the city council)
- e) Conversion of land purchased for park purposes or land used for park purposes to other uses (four-fifths vote with special findings after a public hearing)
- f) Award of contracts without competitive bidding (finding by a four-fifths vote that an emergency exists)
- g) Resolution finding that a project can be performed more economically by day labor or through open market purchases of materials and supplies and dispensing with further public bidding after all bids are rejected (four fifths vote)
- h) Override of a decision of an Airport Land Use Commission "ALUC" (two-thirds vote including adoption of findings required by state statute)
- i) Override of an adverse determination of an ALUC concerning the city's proposed amendment of its general plan (two-thirds vote)
- j) Adoption of a redevelopment plan if either the Planning Commission or Project Area Committee has recommended against approval (two-thirds vote of the entire Council)
- k) Adoption of a resolution to authorize immediate expenditure of public money to safeguard life, health or property in case of emergency or disaster (four-fifths vote)
- l) Agreements to share sales and use tax proceeds among cities and/or counties (two thirds vote or voter-approval)
- m) Declaration of emergency setting an election to approve a general tax other than at a regularly-scheduled general city election (unanimous

vote of the governing body)

**3.3.6. LEGALLY REQUIRED PARTICIPATION**

If a majority of the City Council shall be disqualified to vote on a matter by reason of a conflict of interest, the City Council shall select by lot or other means of random selection, or by such other impartial and equitable means as the City Council shall determine, that number of its disqualified members which, when added to the members eligible to vote, shall constitute a quorum. Any disqualified member so chosen shall not participate in any discussion of the item and shall participate in voting only to the minimum extent required for a lawful and legal decision.

**3.4. MEETINGS TO BE PUBLIC**

Study sessions and all regular, adjourned or special meetings of the City Council shall be open to the public; however, the City Council may hold closed sessions from which the public may be excluded for the consideration of any matter for which a closed session is permitted under applicable state law.

**3.5. CONCLUSION OF MEETINGS**

The Council shall endeavor to adjourn all regular, adjourned or special meetings of the City Council including study sessions at 11:00 p.m. or as soon thereafter as any matter then being considered is concluded. The Council may, by motion and majority vote, continue the meeting after such time. However, continuing the meeting after such time without such motion or vote shall not invalidate any action taken.

**4. PRESIDING OFFICER**

**4.1. MAYOR AND MAYOR PRO TEM**

**4.1.1. MAYOR AS PRESIDING OFFICER.**

The Mayor shall be the presiding officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the City Clerk shall preside temporarily and shall immediately call for the Council to elect one of their number as a temporary presiding officer to serve until the arrival of the Mayor or the Mayor Pro Tem or until adjournment, whichever first occurs. A temporary presiding officer so elected shall be referred to by the Council and City Staff as "Mister Chairman" or "Madame Chairman" as appropriate to gender.

**4.2. SELECTION OF MAYOR AND MAYOR PRO TEM.**

**4.2.1. ANNUAL SELECTION.**

The City Council shall meet annually at its first regular meeting in December to choose one of its number as Mayor and another of its number as Mayor Pro Tem. The new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January and shall assume their offices at the regular City Council meeting on the second Tuesday of January. However, in the event of a need for a special meeting between the special ceremonial meeting and the regular meeting on the second Tuesday, the newly sworn Mayor shall preside.

**4.2.2. CITY CLERK PRESIDES.**

The City Clerk shall convene and preside at the special ceremonial meeting for the installation and swearing in of the Mayor and Mayor Pro Tem. The City Clerk shall then administer the oaths of office. Each Council member shall have an opportunity for brief comments and the meeting shall be adjourned. No other business shall be conducted at such ceremonial meeting.

**4.2.3. SELECTION PROCESS.**

Nominations for the office of Mayor or Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

**4.2.4. WRITTEN BALLOT.**

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Council member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure, third edition, as revised or approved from time to time by the American Institute of Parliamentarians, shall apply to resolve any question of

procedure arising during the selection process, which is not governed by this Section.

**4.2.5. TERM OF OFFICE.**

Except as provided in this Section, the Mayor and Mayor Pro Tem selected pursuant hereto shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem pursuant to this Section, and thereafter until their successors have been duly selected.

**4.3. VACANCIES.**

**4.3.1. OCCURRENCE OF VACANCY.**

The offices of Mayor and Mayor Pro Tem shall be deemed vacant upon the happening of any of the following:

- a) The death of the holder of such office;
- b) The loss or resignation from membership on the City Council by the holder of such office; or
- c) The acceptance by the City Council of the resignation from such office by the holder thereof.

**4.3.2. FILLING VACANCY.**

At its first regular meeting after the occurrence of a vacancy created by any of the foregoing events, the City Council shall select a successor to such office pursuant to the selection procedures established by this Section.

**4.4. CALL TO ORDER**

The meeting of the City Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary presiding officer as provided above.

**4.5. PARTICIPATION OF PRESIDING OFFICER**

The presiding officer (except the City Clerk, when acting as presiding officer) may move, second, and debate from the chair, subject only to such limitations of debate as are imposed on all Council members. The presiding officer shall not be deprived of any of the rights and privileges of a Council member by reason of acting as presiding officer. However, the presiding officer is primarily responsible for the conduct of the meeting. If the presiding officer believes that personally engaging in the making or seconding of motions or extended debate on questions before the City Council would jeopardize the presiding officer's ability to fairly and efficiently conduct the meeting, the presiding officer may, but shall not be required to, turn the responsibility of presiding over to the Mayor Pro Tem or, in the absence or inability to act of the Mayor Pro Tem, to the City Clerk for the election of another Council member as temporary presiding officer.

**4.6. QUESTION TO BE STATED**

The presiding officer should restate or cause to be restated each question immediately prior to Council debate and discussion and again prior to calling for the vote. Following the vote, the presiding officer should announce whether the question carried or was defeated and the vote totals. Before proceeding to the next item of business, the presiding officer may also state the effect of the vote for the benefit of the audience.

**4.7. SIGNING OF DOCUMENTS**

After approval as to form by the City Attorney or his deputy, the Mayor, or Mayor Pro Tem in the absence of the Mayor, shall sign ordinances, resolutions and proclamations adopted by and letters, contracts and other documents and instruments approved by the City Council. The City Clerk or Assistant City Clerk shall attest to the signature of the Mayor or Mayor Pro Tem.

**5. RULES, DECORUM, AND ORDER**

**5.1. MAINTENANCE OF ORDER**

The presiding officer is responsible for the maintenance of order and decorum at all times.

**5.2. POINTS OF ORDER**

The presiding officer shall determine all points of order subject to the right of any Council member to appeal to the City Council. If any appeal is taken, the question shall be "Shall the decision of the presiding officer be sustained" in which event a majority vote shall govern and conclusively determine such question of order.

**5.3. LANGUAGE**

All Council members, staff members and members of the public should speak respectfully and avoid the use of profanity, vulgarity and slanderous comments. Recognizing that the First Amendment precludes the City Council from prohibiting speakers from speaking based upon the content of speech, the presiding officer shall use his best efforts, short of enforcement action, to remind and encourage all participating in the meeting to keep their speech respectful towards others and within bounds appropriate for children and persons of sensitivity toward coarse language as a courtesy to others present or otherwise viewing Council meetings.

**5.4. ENFORCEMENT OF DECORUM**

**5.4.1. SERGEANT-AT-ARMS.**

The Chief of Police or his designee shall be ex-officio sergeant-at-arms of the City Council. At meetings where a Bailiff is assigned and present, the bailiff shall act as Sergeant-at-Arms, but shall remain subject to the direction of the Police Chief. The Sergeant-at-arms shall carry out all legal and valid

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orders and instructions given him by the presiding officer for the purpose of maintaining order and decorum in the Council Chambers. Upon instructions from the presiding officer, it shall be the duty of the sergeant-at-arms to remove any disorderly person from the Council Chambers or place the disorderly person under arrest or both.

**5.4.2. FAILURE TO YIELD, DISRUPTIONS.**

Any person who refuses to relinquish the floor after their allotted time or while speaking or while attending the City Council meeting engages in conduct which disrupts the business of the meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer. Disruptive remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer who may direct the sergeant-at-arms to remove such offenders from the room. Aggravated cases shall be prosecuted on appropriate complaint signed by the presiding officer.

**5.4.3. CLEARING THE ROOM.**

As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the City Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**5.5. DECORUM AND ORDER – COUNCIL MEMBERS**

**5.5.1. MANNER OF SPEAKING.**

Any Council member desiring to speak shall activate the light signaling to the presiding officer a request to speak. In the event such signal lights are not available or functional, the Council member shall first address the presiding officer. Upon recognition by the presiding officer, the Council member shall speak only to the question under debate.

**5.5.2. QUESTIONING STAFF.**

A Council member desiring to question the staff should address his question to the City Manager, or, in appropriate cases, the City Clerk or City Attorney,

who shall be entitled either to answer the inquiry or to designate some staff member for that purpose. Such a designation may be made at the time of any staff presentation or on the agenda listing for the item.

**5.5.3. INTERRUPTIONS.**

Once recognized, a Council member shall not be interrupted while speaking unless called to order by the presiding officer; unless a point of order is raised by another Council member, or unless the speaker chooses to yield to questions from another Council member.

**5.5.4. PERSONAL PRIVILEGE.**

The right of a Council member to address the City Council on a question of personal privilege shall be limited to cases in which that Council member's integrity, character, or motives are assailed, questioned, or impugned.

**5.5.5. CONFLICT OF INTEREST AND DISCLOSURE**

**5.5.5.1. APPLICABLE LAW.**

All Council members are subject to the provisions of California law, including, but not limited to, Chapter 7, Title 9, of the California Government Code, Section 87100, et seq., relative to conflicts of interest, and to conflicts of interest codes adopted by the City Council.

**5.5.5.2. NO PARTICIPATION.**

Any Council member prevented from voting because of a conflict of interest shall refrain from any participation with respect to that item, including but not limited to questions, comments, debate and voting. Such Council member shall leave the Council Chambers during debate and voting on the issue.

**5.5.5.3. CONTACTS AND CONSULTATIONS WITH INTERESTED PARTIES.**

At the time that each matter is taken up by the City Council for action in public session and prior to participation in the consideration of that matter, each member of the City Council shall identify by name (or if sufficient legal reason exists not to disclose the name, by the general description of the person and the person's interest in the matter) each person with a material interest in the matter who has consulted with that Council member regarding the matter since the application or other proposal was actually presented to the City. Such disclosure may be oral and shall be supplemented, as required, if the matter is continued from one meeting to another. Failure to make a disclosure of consultation shall be deemed to be a representation that no disclosable consultation took place in respect to a matter coming

before the City Council for action. For items requiring a public hearing as to which any party is entitled to due process of law, each Council member should discourage such contacts and consultations outside of the hearing and shall, in addition to the disclosure required above, generally describe on the public record, the content of any such communication received outside of the public hearing.

**5.5.6. LIMITATION OF DEBATE**

No Council member shall speak for more than five minutes each time that Council member has the floor, without the approval of a majority vote of the City Council. No Council member normally should speak more than once upon any one subject until every other Council member choosing to speak thereon has spoken. The five-minute limit set forth herein shall not apply to remarks by a Council member under Council Member Reports and Closing Comments.

**5.5.7. DISSENTS, PROTESTS, AND COMMENTS**

Any Council member shall have the right to express dissent from, or protest to, or comment upon, any action of the City Council and have the reason entered in the minutes. If such dissent, protest or comment is desired to be entered in the minutes, this should be made clear by language such as, "I would like the minutes to show that I am opposed to this action for the following reasons . . ."

**5.6. PROCEDURES IN ABSENCE OF RULES**

In the absence of a rule herein or in a written policy adopted by the City Council, to govern a point or procedure, The Standard Code of Parliamentary Procedure, third edition, shall be used as a guide, unless the Council, by majority vote or consent adopts an interim rule for that point or procedure by motion and majority vote.

**5.7. RULINGS OF PRESIDING OFFICER FINAL UNLESS OVERRULED BY COUNCIL**

In presiding over City Council meetings, the presiding officer shall, with due consultation with the City Attorney, decide all questions of interpretation of these rules, points of order or other questions of procedure requiring rulings. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the Council members present and voting and shall be binding and legally effective (even if clearly erroneous) for purposes of the matter under consideration.

**5.8. DECORUM AND ORDER - PUBLIC**

Decorum of public speakers during public comments shall be governed by Section 2 of these rules. Members of the audience shall not address the Council, the presiding officer, the staff or other members of the public except during public comment periods. When a member of the audience has important information,



answers to questions raised during Council deliberations, or new evidence for Council consideration after the closing of the public comment period applicable to that item, the member of the public shall request to be recognized by the presiding officer by silently standing and/or raising a hand. Persons unable to stand or raise a hand may use such other means, including speaking out loud, if necessary, as are reasonably calculated to attract the attention of the presiding officer with the least disruption to the proceedings. The presiding officer shall have discretion to deny the request or briefly question the person regarding the general nature of the information held by the audience member, and/or the relevance and importance of the information. If the presiding officer deems the answers to such questions worthy of Council consideration the presiding officer shall ask for the Council to indicate, by majority consent, whether they wish to hear and consider the comments.

**5.9. DECORUM AND ORDER - EMPLOYEES**

The City Manager shall insure that all city employees observe proper rules of decorum. Any staff members, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the presiding officer. All remarks shall be addressed to the presiding officer or to the City Council and not to any one individual Council member or member of the public.

**6. MOTIONS**

**6.1. WITHDRAWAL OF MOTIONS**

Once a motion is made and seconded, it shall not be withdrawn by the mover without the consent of the person seconding it.

**6.2. MOTIONS OUT OF ORDER**

The presiding officer may at any time, by majority consent of the City Council, permit a Council member to introduce an ordinance, resolution, or motion out of the regular agenda order.

**6.3. DIVISION OF QUESTION**

If the question contains two or more divisible propositions, the presiding officer may, and upon request of a Council member shall, divide the same.

**6.4. PRECEDENCE OF MOTIONS**

When a motion is before the City Council, no motion shall be entertained except the following, which shall have precedence in the following order:

- Adjourn
- Fix hour of adjournment
- Table
- Limit or terminate discussion

Amend  
Postpone

**6.5. MOTION TO ADJOURN**

A motion to adjourn shall be in order at any time, except as follows:

- a) When repeated without intervening business or discussion;
- b) When made as an interruption of a member while speaking;
- c) When discussion has been ended, and vote on motion is pending; and
- d) While a vote is being taken.

A motion to adjourn without specifying another time if adopted shall adjourn the meeting to the next regular meeting or next regular study session, whichever first occurs and shall not be debatable. A motion to adjourn to a specific time shall be debatable only as to the time to which the meeting is adjourned.

**6.6. MOTION TO TABLE**

A motion to table shall be used to temporarily bypass the subject. A motion to table shall not be debatable and shall not be subject to amendment. Such a motion shall immediately terminate any further debate of the subject under consideration until the motion is determined. If the motion shall prevail, the matter may be "taken from the table" by motion and majority vote at any time, subject to agenda posting and any notice requirements.

**6.7. MOTION TO LIMIT OR TERMINATE DISCUSSION**

Such a motion shall be used to limit or close debate on, or further amendments to, the main motion and shall not be debatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

**6.8. MOTION TO AMEND**

A motion to amend shall be debatable only as to content of the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. Amendments shall be voted first and then the main motion, as amended.

**6.9. MOTION TO SUBSTITUTE**

A motion to substitute a new motion for a pending motion or to amend the pending motion by substitution shall be debatable only as to the content of the substituted motion. A motion to substitute or to amend by substitution shall be germane to the general subject matter of the pending motion but may differ in wording, purpose and/or effect. If the motion prevails, the new motion shall take the place of the former motion and any amendments previously adopted, which shall no longer be on the floor. If the motion fails, the original motion remains pending. Such a motion shall be voted on before voting on any proposed amendments not already

approved.

**6.10. MOTION TO CONTINUE**

Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

**7. VOTING PROCEDURE**

**7.1. VOTING PROCEDURE**

In acting upon every motion, the vote shall be taken by voice or roll call or any other method by which the vote of each Council member present can be clearly ascertained. The vote on each motion shall then be entered in full upon the record.

The order of voting shall be alphabetical by surname with the presiding officer voting last. The clerk shall call the names of all members seated when a roll call vote is ordered or required. Members shall respond "aye," "no," or "abstain;" provided that when a vote is collectively taken by voice or when a method of voting other than by voice or roll call is used, any Council member not audibly and clearly responding "no" or "abstain" or otherwise registering an objection shall be recorded as voting "aye."

**7.2. ROLL CALL VOTING**

A roll call vote shall be used for all ordinances, resolutions and orders for franchises or payments of money. Any other question before the City Council shall not require a roll call vote unless requested by any member. It shall not be in order for members to explain their votes during roll call. Council members may change their votes before the next order of business is called.

**7.3. ABSTENTIONS DISCOURAGED**

Every Council member should vote "aye" or "nay" on each item unless disqualified for cause.

**7.4. RECONSIDERATION**

Any Council member who voted with the majority may move for reconsideration of any action at the same meeting or at the next regular meeting, so long as the item is duly listed and posted on the agenda for the subsequent meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council.

**7.5. TIE VOTES**

Tie votes shall be lost motions. When all Council members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the City Council takes other action to further consider the matter. If a tie vote results at a time when less than all members of the City Council are present, the matter shall automatically be continued to the agenda of the next regular meeting of the City Council, unless otherwise ordered by the City

Council.

## **8. LEGISLATIVE AND ADMINISTRATIVE ACTIONS**

### **8.1. DEFINITIONS.**

#### **8.1.1. ORDINANCE**

An "Ordinance" is a formal legislative act of the City Council having the force of law and has the meaning generally attributed to ordinances under the California Government Code. Ordinances are memorized in documents so designated and executed with the formalities required by the Government Code.

#### **8.1.2. RESOLUTION**

"Resolution" means a formal action of the City Council memorialized by a separate document, numbered in sequence, and preserved in a separate set of books. A resolution documents both the action taken by the Council and the reasons for the action and may contain findings of fact and/or recitations of legal or policy reasons for the action. "Resolutions" are used when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, when needed for legal reasons to document important Council decisions, when documenting important policy or administrative decisions with long-term effects, or where the frequency of future reference back to its contents warrants a separate document.

#### **8.1.3. MINUTE ORDER.**

A "minute order" as used locally denotes a decision of the City Council entered in the minutes and documenting the reasons (findings of fact and policy considerations) for the decision at the request of a member of the City Council or for legal reasons at the request of the City Attorney. A "minute order" is drafted far more briefly than a "resolution" and is distinguished from a mere minute entry only by the detail entered in explaining findings of facts and policy considerations behind the Council's decision.

#### **8.1.4. MINUTE ENTRY.**

The "minute entry", is an entry in the minutes of the meeting recording a City Council action.

### **8.2. ORDINANCES**

#### **8.2.1. INTRODUCTION AND ADOPTION OF ORDINANCES**

##### **8.2.1.1. INTRODUCTION AND READING.**

Except for urgency ordinances, ordinances shall not be passed within

30

Rules of Procedure for Council Meetings  
and Related Functions and Activities  
Resolution No. 2003-17  
Adopted March 25, 2003  
Amended – Resolution 2011-  
Adopted December 13, 2011

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five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed immediately upon introduction and either at a regular or special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by unanimous vote of the Council members present, all ordinances shall be read in full either at the time of introduction or passage. Waiver of further reading of all ordinances on the agenda of any meeting may be done in advance as a consent calendar item.

**8.2.1.2. ALTERED ORDINANCES.**

When ordinances, other than urgency ordinances, are altered after introduction, they shall be introduced again and shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration and reintroduction. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

**8.2.2. EFFECTIVE DATE**

All ordinances, except as provided in Section 36937 of the Government code, shall take effect thirty (30) days after adoption but may be made operative at such later date as may be designated in the ordinance.

**8.2.3. PUBLISHING**

It shall be the duty of the City Clerk to post or publish all ordinances in accordance with Section 36933 of the Government Code within fifteen (15) days after adoption.

**8.2.4. URGENCY ORDINANCES**

All urgency ordinances must receive four (4) affirmative votes to be adopted and to become effective immediately. If such an ordinance fails to receive a four-fifths (4/5) majority, it may thereafter be considered and passed in the same manner and with the same effect as regular ordinances.

**8.3. RESOLUTIONS**

**8.3.1. RESOLUTIONS PREPARED IN ADVANCE**

If a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Section 7.1, and result declared. It shall not be necessary to read a resolution in full or by title except to identify it. Any member may require that the resolution be read in full.

**8.3.2. RESOLUTIONS NOT PREPARED IN ADVANCE**

If a resolution has not been prepared in advance, the procedure shall be to

instruct the City Manager or the City Attorney to prepare a resolution for presentation at a subsequent City Council meeting.

### **8.3.3. URGENCY RESOLUTIONS**

#### **8.3.3.1. ORAL PRESENTATION.**

In matters of urgency, a resolution may be presented orally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in Section 8.2 above shall be followed.

#### **8.3.3.2. DISFAVORED.**

Urgency resolutions shall be avoided except when absolutely necessary; and they shall not be used when resolutions are required by law, including, but not limited to actions related to public financing, improvement acts, eminent domain, general plan and zoning matters, force account work on public projects and other matters where state statutes specify that action must be taken by formal resolution. If the resolution has been drafted in written form, either before or during the meeting, this section shall not be deemed applicable.

### **8.4. POLICIES**

The City Council may, by resolution or by motion, adopt written policies governing administrative and other routine matters, providing ongoing direction to City staff regarding particular subjects, or setting standards for City involvement in particular types of activities such as public financing, investment, economic development, influencing action by other governmental bodies, and such other matters as the Council may determine from time to time. Such policies shall be compiled in the City's administrative policy handbook together with policies issued by the City Manager for the direction of the City Staff.

## **9. COMMITTEES**

### **9.1. FINANCE COMMITTEE**

There shall be a standing committee of the City Council known as the finance committee, whose duties shall be those as prescribed in the City of Moreno Valley Municipal Code, or as otherwise assigned by the City Council. The committee shall consist of two (2) Council members appointed by the Mayor and confirmed by the City Council.

### **9.2. PUBLIC SAFETY COMMITTEE**

There shall be a standing committee of the City Council known as the public safety committee. The committee shall consist of two (2) members who shall be Council members appointed by the Mayor and confirmed by the City Council. The public safety committee shall study matters relating to law enforcement, fire services,

traffic safety, animal control, and related matters referred to it by the City Council, and shall make recommendations to the City Council.

**9.3. OTHER COMMITTEES**

The City Council may by resolution create other standing committees and by motion or resolution may appoint ad hoc committees for particular temporary purposes.

Rules of Procedure for Council Meetings  
Resolution No. 2003-17

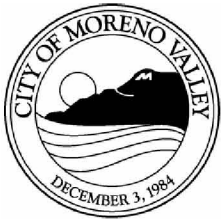
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Rules of Procedure for Council Meetings  
and Related Functions and Activities  
Resolution No. 2003-17  
Adopted March 25, 2003  
Amended – Resolution 2011-  
Adopted December 13, 2011

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** INTRODUCTION OF ORDINANCE REGARDING  
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM  
AMENDMENT

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### **RECOMMENDED ACTION**

Staff recommends that the City Council introduce the proposed Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code, facilitating the processing of developer reimbursements.

### **BACKGROUND**

On December 8, 2009, Ordinance No. 807 regarding a Transportation Uniform Mitigation Fee (TUMF) program amendment and implementation of a one-year temporary TUMF reduction was introduced to City Council. On January 12, 2010, City Council adopted Ordinance No. 807.

The Transportation Uniform Mitigation Fee (TUMF) Program is a mandatory development impact fee program in western Riverside County. It was developed cooperatively between the Western Riverside Council of Governments (WRCOG) and local agencies in order to fund regional road facilities that are needed to serve new development. Local agencies remit TUMF revenues to WRCOG, which administers the program.

Pursuant to the Mitigation Fee Act (Gov. Code §66000 et seq.), WRCOG prepared a new nexus study ("2009 Nexus Study") to update the fees. The WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program which resulted in a recommendation that TUMF participating jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost

of construction. WRCOG provided a model TUMF ordinance for City adoption, which previous staff used, with some exceptions, in the language of City Ordinance No. 807.

### **DISCUSSION**

Staff recommends that Sections 3.44.010, 3.44.020A and 3.44.050 of the City of Moreno Valley Municipal Code approved by City Ordinance No. 807 be amended to more closely reflect the model TUMF ordinance.

The proposed amendment to Section 3.44.050 does not materially affect the provisions of Ordinance No. 807, but rather facilitates the processing of TUMF Reimbursement Agreements. Section 3.44.050 requires a three-party agreement including the developer, WRCOG, and the City in order to receive a TUMF Reimbursement. The 2009 WRCOG model ordinance does not require a three-party agreement; only an agreement between the developer and the City. WRCOG executive staff has indicated that WRCOG will not enter into a three-party agreement as was previously done per the 2006 WRCOG model ordinance. Therefore, staff is proposing amending Section 3.44.050 to reflect exactly the language provided by WRCOG in their 2009 model ordinance. The new language is provided in Attachment 1.

Proposed amendments to Sections 3.44.010 and 3.44.020A are mere corrections to text. The amendment to Section 3.44.010 proposes to replace the year “2006” with “2009” so that Section 3.44.010 will read “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009”. The amendment to Section 3.44.020A is to replace fifteen (15) with sixteen (16) in reference to the number of cities located in western Riverside County that are members of the Western Riverside Council of Governments (WRCOG).

### **ALTERNATIVES**

1. Introduce Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code. *This will facilitate the processing of developer TUMF Reimbursement Agreements.*
2. Do not approve the proposed Ordinance No. 835, repealing and re-enacting Sections 3.44.010, 3.44.020A, and 3.44.050 of the City of Moreno Valley Municipal Code. *This will not allow developers to execute TUMF Reimbursement Agreements in the form required by WRCOG.*

### **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.

**ATTACHMENT**

1. Proposed Amendment Ordinance

Prepared By  
Clement Jimenez, P.E.  
Senior Engineer

Department Head Approval  
Barry Foster  
Community & Economic Development  
Director

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

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

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ORDINANCE NO. 835

AN ORDINANCE OF THE CITY OF MORENO VALLEY,  
CALIFORNIA, REPEALING AND RE-ENACTING  
SECTIONS 3.44.010, 3.44.020A AND 3.44.050 OF TITLE 3  
OF THE CITY OF MORENO VALLEY MUNICIPAL CODE

The City Council of the City of Moreno Valley ordains as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED

1.1 All prior enactments of Sections 3.44.010, 3.44.020A and 3.44.050 of the Municipal Code are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2. MUNICIPAL CODE AMENDED

2.1 Sections 3.44.010, 3.44.020A and 3.44.050 of Title 3 of the City of Moreno Valley Municipal Code are hereby amended in its entirety to read as follows:

3.44.010 Title

The ordinance codified in this chapter shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2009" and shall replace and supersede Chapter 3.44 of the Moreno Valley Code. (Ord. 807 § 2.1, 2010)

3.44.020 Findings

A. The city is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the county of Riverside and sixteen (16) cities located in Western Riverside County. Acting in concert, the WRCOG member agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the regional system of highways and arterials in Western Riverside County (the "regional system") could be made up in part by a transportation uniform mitigation fee ("TUMF") on future residential, commercial, and industrial development. As a member agency of WRCOG and as a TUMF participating jurisdiction, the city participated in the preparation of a certain "Western Riverside County Transportation Uniform Fee Nexus Study," dated October 18, 2002 (the "2002 Nexus Study") prepared in compliance with the Mitigation Fee Act (Gov. Code Sections 66000 et seq.) and adopted by the WRCOG executive committee. Based on the 2002 Nexus Study, the city adopted and implemented an ordinance authorizing the city's participation in a TUMF program.

3.44.050 Reimbursements

Should the developer construct regional system improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study, including any addenda, effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year capital improvements program adopted annually by WRCOG.

APPROVED AND ADOPTED this 10<sup>th</sup> day of January, 2012.

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Mayor of the City of Moreno Valley

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

**ORDINANCE JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE     ) ss.  
CITY OF MORENO VALLEY    )

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 835 had its first reading on December 13, 2011, and had its second reading on January 10, 2012, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 10<sup>th</sup> day of January, 2012 by the following vote:

AYES:

NOES:

ABSENT:

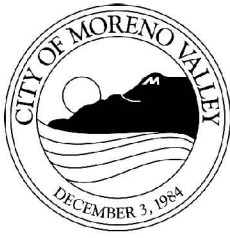
ABSTAIN:

\_\_\_\_\_  
CITY CLERK

(SEAL)

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** December 13, 2011

**TITLE:** APPOINTMENT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD

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### **RECOMMENDED ACTION**

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one member to the Environmental and Historical Preservation Board with a term expiring June 30, 2012; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

### **BACKGROUND**

Applications were accepted by the City Clerk's Office to fill a vacancy for the Environmental and Historical Preservation Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Environmental and Historical Preservation Board has one vacant position with a term expiring June 30, 2012. The City Clerk's Office received two applications from Michelle Terese Gerard and Carla Thornton for this position.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Carla Thornton

was not able to comply with this requirement. (The Environmental and Historical Preservation Board meets each odd-numbered month).

**ALTERNATIVES**

The Environmental and Historical Preservation Board considers matters pertaining to the preservation of the City's heritage and cultures, and matters of environmental concern, including matters pertaining to hazardous materials and waste within or affecting the City. Choosing not to fill a vacancy on the above-mentioned board would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

**NOTIFICATION**

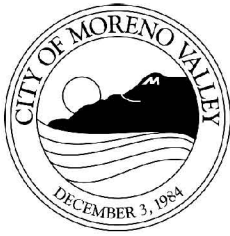
1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SA</i>
CITY MANAGER	<i>ms</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Anderson, Police Chief

**AGENDA DATE:** December 13, 2011

**TITLE:** CITYWIDE CAMERA SURVEILLANCE SYSTEM

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the transfer of \$1,900,000 from the General Fund to the Technology Services Fund to fund the Citywide Camera Surveillance System (fund balance in the General Fund is from the Police Department's Fiscal Year 2010-11 savings of over \$2,700,000); and
2. Approve the budget appropriation of \$1,900,000 from the Technology Services Fund fund balance to a new capital project account to fund the Citywide Camera Surveillance System.

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

The citywide camera surveillance system was first presented to the Public Safety Sub-Committee in a meeting on June 27, 2011. The citywide camera surveillance system was presented in a Study Session before City Council on September 20, 2011. The Public Safety Sub-Committee recommended that the Police Department continue to move forward with this project at their October 31, 2011 meeting. All of the City Council members have expressed support for the citywide camera surveillance system.

### **BACKGROUND**

Several cities in California, such as the Cities of Redlands, Compton, Bakersfield, Santa Monica, Lynnwood, and Vallejo, have camera surveillance systems throughout their

cities with varying degrees of coverage. These cameras contribute to the overall public safety of the entire community and aid law enforcement's effort in crime prevention and solving crimes.

On October 6, 2011 City Staff met with representatives from the City of Redlands to review their camera system. On October 13, 2011 City Staff met with representatives from the City of Santa Monica to review their camera system. After evaluating both camera systems, City Staff determined that a citywide camera surveillance system would enhance the law enforcement capabilities of the Moreno Valley Police Department.

## **DISCUSSION**

The Moreno Valley Police Department has identified a citywide surveillance camera system as a way to enhance public safety without adding police officers. Due to tough economic times, the City had to make the tough choice to reduce part of the City's budget in the area of public safety. Due to the recent reductions in staffing at the Police Department, a citywide camera surveillance system will augment the response capabilities of the on-duty patrol officers. A citywide camera surveillance system will aid law enforcement in their efforts to combat crime in the community.

Efforts were made to research the benefits of a citywide camera surveillance system, which included staff visiting the Cities of Redlands and Santa Monica to view their camera systems. Both the City of Redlands and the City of Santa Monica had positive feedback on their camera systems. Their citywide surveillance camera systems have allowed them to actively monitor parks, piers, shopping malls, and parking lots from a remote location. While monitoring their citywide camera surveillance systems, they have witnessed crimes occurring, such as vandalisms, burglaries, drug deals, and assaults with a deadly weapon. Additionally, officers have been able to deter city ordinance violations, such as being in a park after hours. The use of the citywide camera surveillance system has led to the identification and arrest of suspects in a multitude of crimes. In some of these cases, by the time officers arrived to investigate a crime, if the suspects have disposed of any evidence, the citywide camera surveillance system has aided officers in the recovery of evidence.

The camera systems offer software analytics, which makes law enforcement more efficient. For example, this technology allows for the use of virtual trip wires at desired locations. Crossing these virtual trip wires activates an alarm in the monitoring room. This alarm activation leads to quick action by police officers and the ability to coordinate a response to apprehend the suspect(s). Furthermore, there is software available for license plate reading as vehicles pass through intersections. Finally, some cities use add-on capabilities for gunshot sound recognition and locating. Gunshot sound location requires the placement of equipment and software at the camera locations. When a gunshot sound is detected, the cameras in that area will automatically turn towards the gunshot sound. This technology can aid in coordinating responses by police and medical personnel to safely respond to render aid to any victim and for the police to

apprehend the suspect(s). These are just a few of the technologies that are available for a citywide camera surveillance system. Each of these components to the citywide camera surveillance system is aimed at preventing or reducing crime, and in cases where a crime occurs, documenting it.

In researching a citywide camera surveillance system, staff discovered that communications infrastructure is an expensive front end cost; however, it is a necessary cost in order to correctly build a lasting foundation. Trying to expand an infrastructure as the system grows raises the costs in the long term. This is a lesson learned from the City of Redlands and they have encouraged us to avoid the same mistake. With a solid infrastructure in place, the citywide camera surveillance system can expand to add cameras as funding becomes available.

In working with City Staff members from the Police Department, Public Works, Purchasing, and Technology Services, it was determined that it would be in the best interest of the City to hire a Project Manager to oversee the request for proposal (RFP), vendor evaluation, and system implementation process for the citywide camera surveillance system. The City's Technology Services staff will write the RFP for a Project Manager who will coordinate the citywide camera surveillance project.

#### **Estimated Cost Breakdown:**

Please note that all these costs are estimates:

Project Manager	\$95,000
Infrastructure	\$650,000
Cameras at designated intersections	\$775,000
Cameras at designated parks	\$380,000
<b>TOTAL</b>	<b>\$1,900,000</b>

Citywide camera surveillance systems, like all software systems, require annual maintenance agreements in order to continue using the system, to receive enhancements and fixes, make adjustments to camera angles, clean camera lenses, and to enable support calls when problems arise. Annual maintenance costs are estimated to be \$150,000 and annual camera/infrastructure replacement funding will cost approximately \$180,500 (based upon a ten-year equipment lifespan). While staff is recommending that the funding for this project be appropriated from the General Fund, the Parks and Community Services Department is exploring the possible use of Zone A capital funding to use toward the purchase and/or annual maintenance of the cameras designated at parks.

#### **ALTERNATIVES**

For comprehensive coverage of the City, a citywide camera surveillance system is the best solution rather than the alternative of increasing the number of patrol officers, especially in a time when we are reducing the size of the police force.

1. Approve an appropriation to a new capital project account in the amount of \$1,900,000 to fund the citywide camera surveillance system. **Staff recommends this alternative.**
2. Direct staff to approach the project in phases and approve an appropriation in the amount of \$745,000 to fund the Project Manager and infrastructure. **Staff does not recommend this alternative.**
3. Do not approve an appropriation to a new capital project account in the amount of \$1,900,000 to fund the citywide camera surveillance system. Provide staff with further direction on establishing a citywide camera surveillance system. **Staff does not recommend this alternative.**

### **FISCAL IMPACT**

The Moreno Valley Police Department had an unanticipated savings of approximately \$2,700,000 for Fiscal Year 2010-11. The estimated cost to start the citywide camera surveillance system is \$1,900,000. The Police Department is requesting money from this savings to offset the cost of this project. There is no new net cost to the City's General Fund. Below are the estimated costs for the citywide camera surveillance system.

Project Manager	\$95,000
Infrastructure	\$650,000
Cameras at designated intersections	\$775,000
Cameras at designated parks	\$380,000
<b>TOTAL</b>	<b>\$1,900,000</b>

Once the system is installed, City Staff estimates that the annual maintenance costs will be \$150,000 per year. Based upon a useful life of ten years, Staff estimates that the annual cost for replacement funding will be \$180,500 starting in FY 2012/13.

#### Approval of Transfer of Funds:

Transfer from:	00100.99110.6923	General Fund	\$1,900,000
Transfer to:	00750.7500.4701	Technology Services Fund	\$1,900,000

#### Approval of Budget Appropriation:

00750.NEW.7200	Citywide Camera Surveillance System	\$1,900,000
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### **CITY COUNCIL GOALS**

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley. The citywide camera surveillance system will aid in this goal by helping to reduce crime,

identify criminals who do commit crimes, and make a safer, more secure environment for the citizens in our community.

**NOTIFICATION**

N/A

Prepared By:  
Cheryl Evans  
Lieutenant, Moreno Valley Police Department

Department Head Approval:  
John Anderson  
Chief of Police

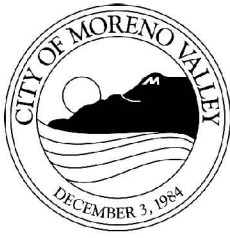
Concurred By:  
Steve Hargis  
Technology Services Division Manager

Concurred By:  
Rick Teichert  
Financial & Administrative Services Director

Council Action	
Approved as requested:	Referred to:
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Other:	Hearing set for:

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** December 13, 2011

**TITLE:** DEVELOPMENT IMPACT FEE PROGRAM UPDATE

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### **RECOMMENDED ACTION**

Staff recommends that the City Council receive and file this update on several considerations relating to the Development Impact Fee Program and provide further direction for consideration at an upcoming Council meeting.

### **BACKGROUND**

In 2000, the City of Moreno Valley adopted a Development Impact Fee (DIF) program. The objective of the DIF program is help facilitate the development of infrastructure and public facilities, while equitably distributing the costs for future improvements to new development as it happens. State law requires that development impact fee programs distribute costs evenly amongst all new development. The City has utilized a methodology of undertaking a Nexus Study to determine a 'fair share' obligation for new development to pay DIF.

In 2008, the City amended and updated its DIF program to establish a DIF credit and reimbursement procedure. The revised policy was adopted in an attempt to achieve enhanced equity with nexus requirements and a fair share distribution of DIF costs.

### **DISCUSSION**

As a growing city with significant area yet to be developed, along with associated infrastructure to be built, development costs in Moreno Valley are often not competitive with other Inland Region communities. Moreno Valley's current DIF rates are higher than many other Inland Region cities.

Clearly, the last few years have been a challenging period for new development of any kind. Some slight improvement in the economy appears to be happening, but challenging times still exist. In an effort to reduce unemployment and address an imbalance between jobs to housing, the City has adopted an aggressive Economic Development Action Plan. Additionally, the City Council has embraced Action Steps to help make Moreno Valley a Best Place to do Business. All of these efforts are focused on helping stimulate new investment and new development in the community. Having a competitive development marketplace is an important component to successfully undertaking the Economic Development Action Plan, as well as making Moreno Valley a Best Place to do Business.

The updated DIF policy from 2008 moved towards improving the DIF program by establishing the DIF Credit and Reimbursement procedure, while also seeking to simplify the DIF process. However, inequities still exist and much more can be done to better identify DIF costs and more equitably distribute a 'fair share' of DIF costs to the development community.

In the past eight months, the City of Moreno Valley has held two Developer Workshops to better understand ways to improve the development process in Moreno Valley. Having a more equitable and fair DIF program has been identified as a need for Moreno Valley.

Earlier this year the City Council requested that City staff pursue an update of the DIF Nexus Study. A consultant was retained and preliminary numbers have been generated. However, based on the preliminary data provided by the consultant, significant increases in DIF would occur in a number of DIF categories. Given the fragile state of the economy and the need to pursue new development opportunities, staff is concerned that any increase in DIF rates will have a negative impact on attracting more development projects—thereby hindering the ability to successfully accomplish the initiatives contained in the City's Economic Development Action Plan.

Staff is recommending a two-prong approach to making the DIF program more effective in Moreno Valley. Staff recommends re-looking at the DIF program in two key areas:

- Re-evaluating the 'level of service' standards for DIF improvements and facilities before completing the Nexus Study update.
- Update and amend the City's DIF Credit and Reimbursement Policy to better reflect the actual value of DIF eligible public improvements.

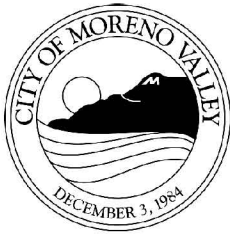
Staff seeks City Council direction to pursue changes to the DIF program and present the findings and recommendations for City Council consideration on January 10, 2012.

Prepared By:  
Barry Foster  
Community & Economic Development Director

Concurred By:  
Henry T. Garcia  
City Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
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APPROVALS	
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CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>ms</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** December 13, 2011

**TITLE:** CITY COUNCIL REORGANIZATION – SELECTION OF MAYOR AND MAYOR PRO TEM

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### **RECOMMENDED ACTION**

Staff recommends that the City Council conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

### **ADVISORY COMMITTEE RECOMMENDATION**

N/A

### **SUMMARY**

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its number as Mayor and another of its number as Mayor Pro Tem. Said Rules of Procedure also provide that the new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January (January 3, 2012) and shall assume their offices at the regular City Council meeting on the second Tuesday of January (January 10, 2012).

### **BACKGROUND/DISCUSSION**

Section 4.2.3 of the Rules of Procedure provides that nominations for the office of Mayor and Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated

immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Councilmember shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Councilmember and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new Mayor and Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem in December 2012.

### **ALTERNATIVES**

1. Conduct the reorganization of the City Council by selecting a new Mayor and Mayor Pro Tem.
2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for either Mayor or Mayor Pro Tem.

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council conduct the reorganization of the City Council by selecting two Councilmembers to serve one-year terms respectively as Mayor and Mayor Pro Tem.

### **NOTIFICATION**

Publication of the Agenda

### **ATTACHMENTS/EXHIBITS**

Attachment 1

Prepared By  
Jane Halstead, City Clerk, CMC

Department Head Approval  
Jane Halstead, City Clerk, CMC

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

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#### **4. PRESIDING OFFICER**

##### **4.1. MAYOR AND MAYOR PRO TEM**

###### **4.1.1. MAYOR AS PRESIDING OFFICER.**

The Mayor shall be the presiding officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the City Clerk shall preside temporarily and shall immediately call for the Council to elect one of their number as a temporary presiding officer to serve until the arrival of the Mayor or the Mayor Pro Tem or until adjournment, whichever first occurs. A temporary presiding officer so elected shall be referred to by the Council and City Staff as "Mister Chairman" or "Madame Chairman" as appropriate to gender.

##### **4.2. SELECTION OF MAYOR AND MAYOR PRO TEM.**

###### **4.2.1. ANNUAL SELECTION.**

The City Council shall meet annually at its first regular meeting in December to choose one of its number as Mayor and another of its number as Mayor Pro Tem. The new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January and shall assume their offices at the regular City Council meeting on the second Tuesday of January. However, in the event of a need for a special meeting between the special ceremonial meeting and the regular meeting on the second Tuesday, the newly sworn Mayor shall preside.

###### **4.2.2. CITY CLERK PRESIDES.**

The City Clerk shall convene and preside at the special ceremonial meeting for the installation and swearing in of the Mayor and Mayor Pro Tem. The City Clerk shall then administer the oaths of office. Each Council member shall have an opportunity for brief comments and the meeting shall be adjourned. No other business shall be conducted at such ceremonial meeting.

###### **4.2.3. SELECTION PROCESS.**

Nominations for the office of Mayor or Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. In the event that no person receives three or more votes in the selection process for one or both offices, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If, upon repeating the selection process for Mayor or Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has

been duly selected or may continue the selection to the next regular meeting of the City Council.

**4.2.4. WRITTEN BALLOT.**

Voting in the selection of Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If conducted by written ballot, the vote of each Council member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall then read aloud into the minutes of the City Council the identity of the voting Council member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure, third edition, as revised or approved from time to time by the American Institute of Parliamentarians, shall apply to resolve any question of procedure arising during the selection process, which is not governed by this Section.

**4.2.5. TERM OF OFFICE.**

Except as provided in this Section, the Mayor and Mayor Pro Tem selected pursuant hereto shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem pursuant to this Section, and thereafter until their successors have been duly selected.

**4.3. VACANCIES.**

**4.3.1. OCCURRENCE OF VACANCY.**

The offices of Mayor and Mayor Pro Tem shall be deemed vacant upon the happening of any of the following:

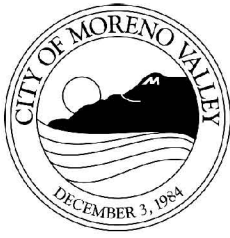
- a) The death of the holder of such office;
- b) The loss or resignation from membership on the City Council by the holder of such office; or
- c) The acceptance by the City Council of the resignation from such office by the holder thereof.

**4.3.2. FILLING VACANCY.**

At its first regular meeting after the occurrence of a vacancy created by any of the foregoing events, the City Council shall select a successor to such office pursuant to the selection procedures established by this Section.

**4.4. CALL TO ORDER**

The meeting of the City Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary presiding officer as provided above.



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Rick Hartmann, Interim Public Works Director

**AGENDA DATE:** December 13, 2011

**TITLE:** ORDINANCE AMENDING SECTION 12.36.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF TRUCK ROUTES

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### RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 836, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Redlands Boulevard from Alessandro Boulevard to the SR-60 eastbound on/off ramp as a designated "Truck Route."

### BACKGROUND

Redlands Boulevard, between Alessandro Boulevard and the SR-60 eastbound on/off ramps is currently designated as a "Truck Route" per the current Municipal Code. The land use in the immediate area is currently zoned RA2 and R1, consistent with the General Plan designations. In response to requests from residents, staff reviewed the need of maintaining the "Truck Route" designation for the cited segment.

### DISCUSSION

In consideration of roadways being designated as truck routes, staff reviews adjacent land use, regional connectivity, preferred routing to and from the freeway to industrial / commercial uses, and existing street design. The currently designated "Truck Routes" directly east and west of Redlands Boulevard include Theodore Street from Ironwood Avenue to Alessandro Boulevard and Moreno Beach Drive from Alessandro Boulevard to SR-60. These roadways provide the preferred routes for trucks travelling from the freeway to commercial and industrial uses in the southerly portion of the City. Redlands Boulevard north of SR60 provides the direct link to designated truck routes in other jurisdictions north of Moreno Valley.

Considering the adjacent residential land use and the availability of other nearby truck routes in the surrounding area, the Transportation Engineering Division staff recommends deleting Redlands Boulevard between Alessandro Boulevard and the SR-60 eastbound on/off ramp as a designated “Truck Route.”

### **ALTERNATIVES**

1. Approve the proposed introduction and the subsequent adoption of the ordinance that would delete Redlands Boulevard between Alessandro Boulevard and the SR-60 eastbound on/off ramp as a designated “Truck Route.” *This should reduce the likelihood of trucks traveling through residential areas.*
2. Do not approve the removal of Redlands Boulevard between Alessandro Boulevard and the SR-60 eastbound on/off ramp as a designated “Truck Route.” *This would retain segments of the arterial system as designated truck routes and potentially increase the likelihood of truck drivers seeking alternate routes to and from their destination through residential areas.*

### **FISCAL IMPACT**

Costs associated with any signing modifications required as part of this action are included in the annual budget of the Transportation Engineering Division for signing and striping maintenance (Account No. 121.55430).

### **CITY COUNCIL GOALS**

Upon approval of this staff report, the following City Council Goals would be furthered:

**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**

Staff recommends that the City Council introduce and subsequently adopt this ordinance amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Redlands Boulevard between Alessandro Boulevard and the SR-60 eastbound on/off ramp as a designated “Truck Route.”

**ATTACHMENTS**

- Attachment A - Proposed Ordinance
- Attachment B - Existing Truck Route Map
- Attachment C - Proposed Truck Route Map

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

Department Head Approval:  
Rick Hartmann  
Interim Public Works Director

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

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ORDINANCE NO. 836

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

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

SECTION 1. MUNICIPAL CODE AMENDED:

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

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

<u>Street</u>	<u>Limits</u>
Alessandro Boulevard	Interstate Route 215 to the Easterly City Limits
Cactus Avenue	Interstate Route 215 to Perris Boulevard
Elsworth Avenue	Alessandro Boulevard to Cactus Avenue
Frederick Street	Cactus Avenue to Sunnymead Boulevard
Gilman Springs Road	State Highway 60 to the Easterly City Limits
Graham Street	Alessandro Boulevard to Cactus Avenue
Heacock Street	San Michele Road to Reche Vista Drive
Indian Street	San Michele Road to the Southerly City Limits
Ironwood Avenue	Pigeon Pass Road to Perris Boulevard
Moreno Beach Drive ramp	Alessandro Boulevard to the SR-60 WB on/off
Nandina Avenue	Perris Boulevard to Indian Street
Perris Boulevard	Ironwood Avenue to the southerly City Limits
Pigeon Pass Road	Sunnymead Boulevard to Ironwood Avenue
Reche Vista Road	Heacock Street to Northerly City Limits

Redlands Boulevard	<u>SR60 EB on / off ramps</u> <del>Alessandro Boulevard</del> to the Northerly City Limits
San Michele Road	Perris Boulevard to Heacock Street
Sunnymead Boulevard	Frederick Street to Perris Boulevard
Theodore Street	Alessandro Boulevard to Ironwood Avenue

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

SECTION 2. EFFECT OF ENACTMENT:

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

SECTION 3. NOTICE OF ADOPTION:

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

SECTION 4. EFFECTIVE DATE:

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

Ordinance No. 836  
Date adopted: January 10, 2012



APPROVED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

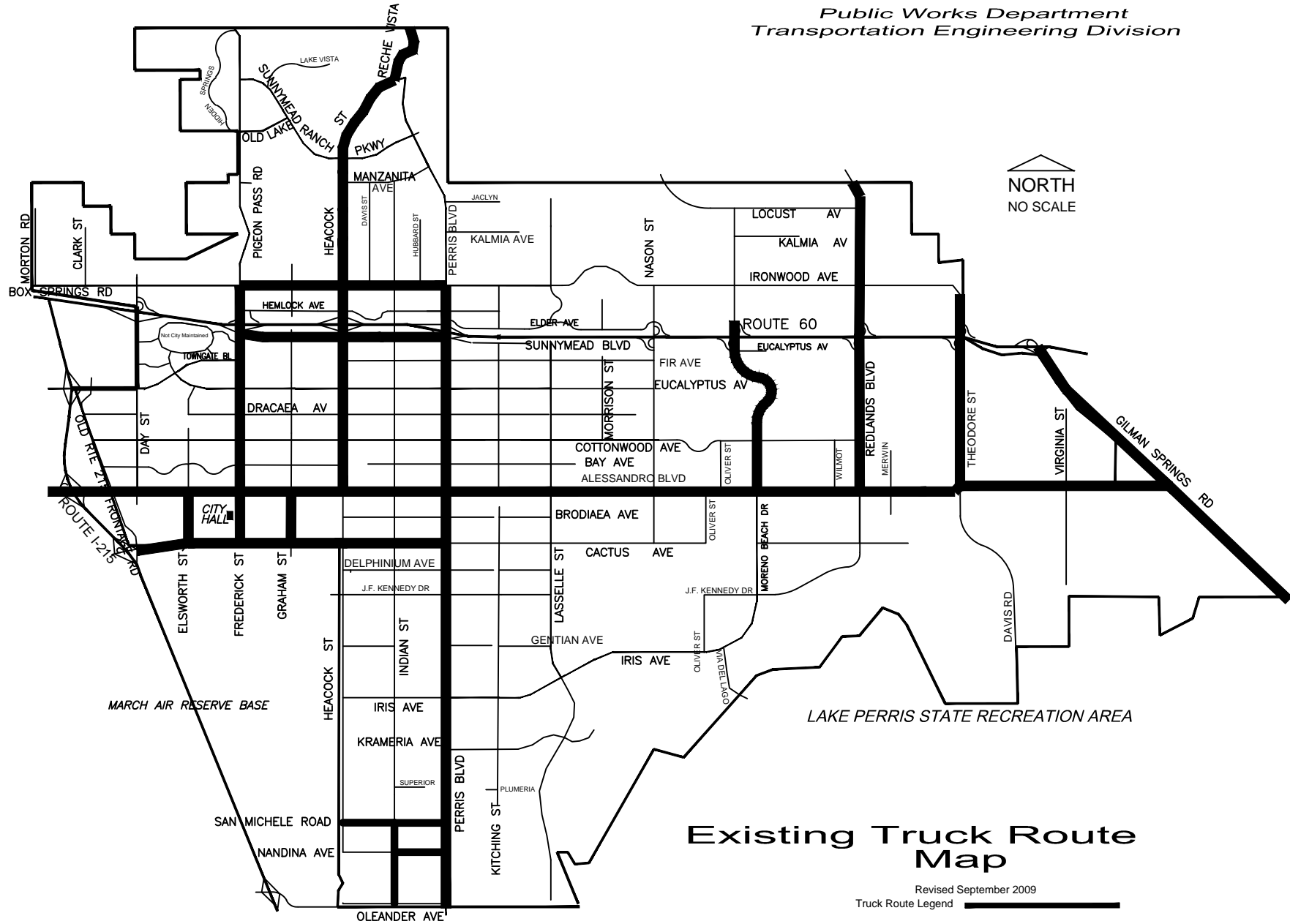
Ordinance No. 836  
Date adopted: January 10, 2012

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# City of Moreno Valley

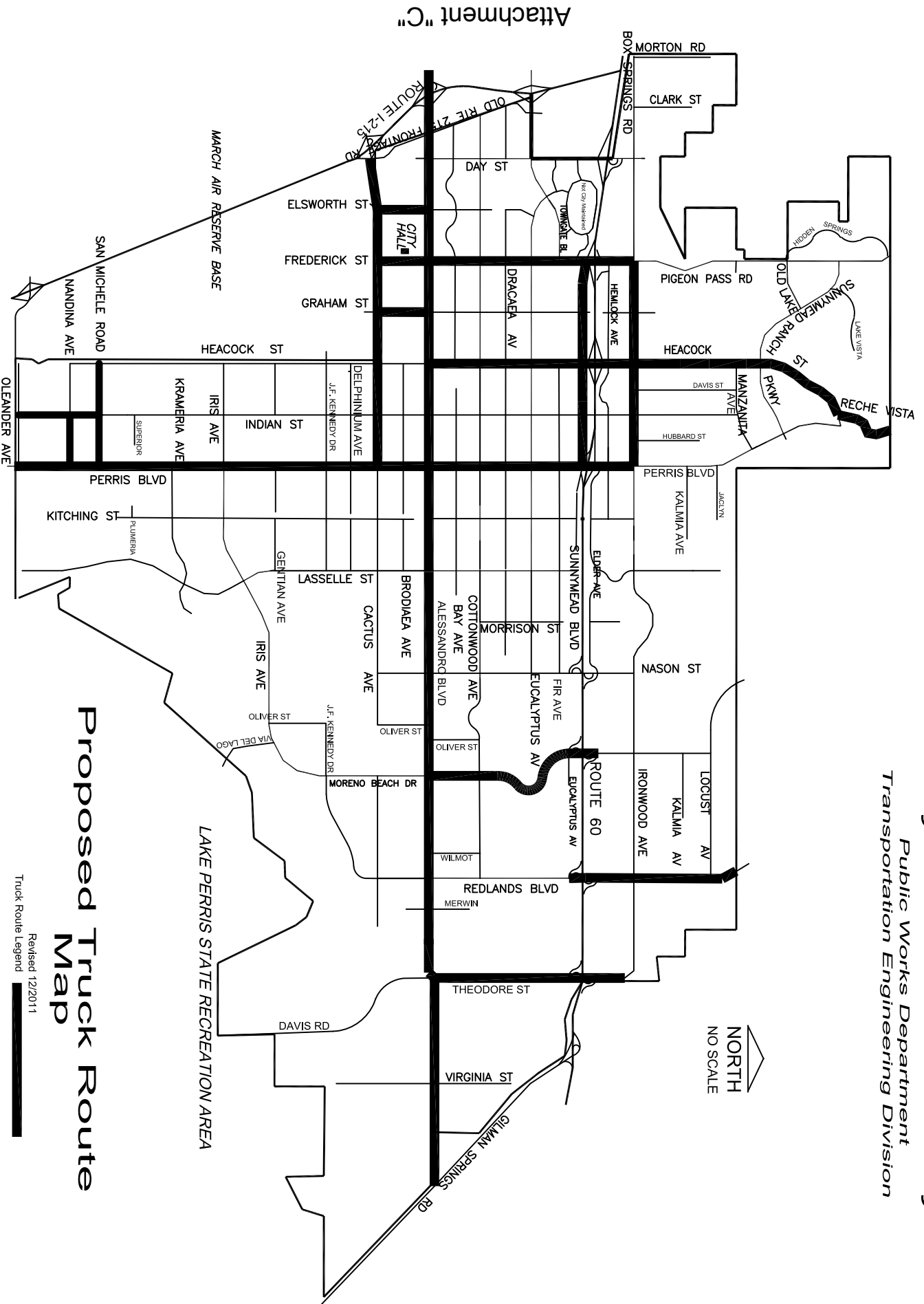
Public Works Department  
Transportation Engineering Division

Attachment "B"



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**City of Moreno Valley**  
 Public Works Department  
 Transportation Engineering Division



**Proposed Truck Route Map**

Revised 12/2011  
 Truck Route Legend



Attachment "C"

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