



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

October 25, 2011

REGULAR MEETING – 6:30 P.M.

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

Richard A. Stewart, Mayor

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

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

**REGULAR MEETING - 6:30 PM
OCTOBER 25, 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 - Pastor Willie Behrends - Crosswinds Church of Moreno Valley

ROLL CALL

INTRODUCTIONS

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment

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Agency or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF OCTOBER 11, 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 October 5-18, 2011.

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

Recommendation:

Adopt Resolution No. 2011-101, approving the Check Register for the month of August, 2011 in the amount of \$15,049,188.56.

Resolution No. 2011-101

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

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD PROJECT NO. 06-50182625 (Report of: Public Works Department)

Recommendation:

1. Award all Base Bid and Additive Alternative Bid "A" items for the construction contract for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder;

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2. Authorize the City Manager to execute a contract with STI Inc. Trucking and Materials;
3. Authorize the issuance of a Purchase Order to STI Inc. Trucking and Materials for a total amount of \$1,078,794.30 (\$898,995.25 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with STI Inc. Trucking and Materials up to, but not to exceed the Purchase Order's total contingency amount of \$179,799.05, subject to the approval of the City Attorney.

A.6 RESOLUTION ADOPTING THE CITY OF MORENO VALLEY LOCAL HAZARD MITIGATION PLAN (Report of: Fire Department)

Recommendation:

Adopt Resolution No. 2011-102, adopting the City of Moreno Valley Local Hazard Mitigation Plan.

Resolution No. 2011-102

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the City of Moreno Valley Local Hazard Mitigation Plan as Required by the Federal Disaster Mitigation and Cost Reduction Act of 2000

A.7 APPROVE AND ADOPT RESOLUTION NO. 2011-103, AUTHORIZING THE DELEGATION OF AUTHORITY TO THE CITY ENGINEER TO CERTIFY RIGHT-OF-WAY ACQUISITIONS FOR ON-SYSTEM AND OFF-SYSTEM HIGHWAY PROJECTS ON BEHALF OF THE CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2011-103, authorizing the delegation of authority to the City Engineer to certify right-of-way acquisitions for on-system and off-system projects on behalf of the City of Moreno Valley for the acquisition of right of way.

Resolution No. 2011-103

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Engineer to Certify the Acquisition of Right of Way for all Projects

- A.8 APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE FOR SR-60/NASON OVERCROSSING BRIDGE PROJECT -- PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with Southern California Edison (SCE) to extend existing distribution line on Nason Street for the SR-60/Nason Street Overcrossing Bridge Project;
2. Authorize the City Manager to execute the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with SCE;
3. Authorize a Change Order to increase the Purchase Order to SCE by \$261,000 (\$207,357 plus 20% contingency) for SCE improvements for the SR-60/Nason Street Overcrossing Bridge Project from Account Nos. 897.91728 and 414.80429; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE up to, but not exceeding, the contingency amount of \$53,643 subject to the approval of the City Attorney.

- A.9 APPROVAL OF A THREE-YEAR PHONE AND DATA CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH TW TELECOM (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve the Three-Year Voice and Data Service Contract with TW Telecom; and
2. Authorize the City Manager to execute a contract and purchase order with TW Telecom for estimated costs not-to-exceed \$127,500, plus a contingency of \$19,100 (15%).

- A.10 APPROVE THE REVISION OF THE AUTHORIZED SIGNATURE LIST FOR THE CITY'S LOCAL AGENCY INVESTMENT FUND (LAIF) INVESTMENT ACCOUNT (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution 2011-104 revising the authorized signature list for the investment of monies in the Local Agency Investment Fund (LAIF)

Resolution No. 2011-104

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A Resolution of the City Council of the City of Moreno Valley, California, Approving the Revision of the Authorized Signature List for the City's Local Agency Investment Fund Investment Account

- A.11 RESOLUTION FOR THE ABATEMENT OF PUBLIC NUISANCES (Report of: Community and Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-105 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

Resolution No. 2011-105

Resolution of the City Council of the City of Moreno Valley, California, Confirming Statements of Costs Against Real Property Located in the City of Moreno Valley, for Abatements of Public Nuisances and Direction that Said Statements of Costs Constitute a Lien Upon said Properties

- A.12 APPROVAL OF A SERVICE CONTRACT WITH WELLS FARGO INSURANCE SERVICES TO PROVIDE EMPLOYEES' BENEFITS BROKER SERVICES (CONTINUED FROM OCTOBER 11, 2011 BY A 5-0 VOTE) (Report of: Human Resources Department)

Recommendation:

Approve the service contract with Wells Fargo Insurance Services for the provision of employees' benefits broker services.

- A.13 REQUEST TO RECLASSIFY THE TECHNOLOGY SERVICES DIVISION MANAGER AND REDEVELOPMENT AND NEIGHBORHOOD PROGRAMS ADMINISTRATOR POSITIONS TO DEPUTY DIRECTOR POSITIONS (Report of: City Manager's Office)

Recommendation:

Reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator positions to Deputy Director positions and establish the job titles, job descriptions, and salary ranges for the new classifications of "Deputy Community and Economic Development Director" and "Deputy Financial and Administrative Services Director."

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 OCTOBER 11, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF OCTOBER 11, 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 OCTOBER 11, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

E. PUBLIC HEARINGS

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

- E.1 PUBLIC HEARING AND ADOPTION OF RESOLUTION REGARDING COUNCILMANIC REDISTRICTING (PRESENTATION BY NATIONAL DEMOGRAPHIC CORPORATION PRESIDENT DOUGLAS JOHNSON) (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Conduct a second public hearing and select a final redistricting map out of the three proposed redistricting plans of the Councilmanic districts in the City of Moreno Valley; and
2. Adopt Resolution No. 2011-106 repealing Resolution No. 2001-60,

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and adjusting the boundaries of Councilmanic districts, identified as Consultant's Draft Plan No. 3, and designating the number of each such district.

Resolution No. 2011-106

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution No. 2001-60, and Adjusting the Boundaries of Councilmanic Districts and Designating the Number of Each Such District

OR

3. Adopt Resolution No. 2011-107 repealing Resolution No. 2001-60, and adjusting the boundaries of Councilmanic districts, identified as Public Plan No. 9 and designating the number of each such district;

Resolution No. 2011-107

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution No. 2001-60, and Adjusting the Boundaries of Councilmanic Districts and Designating the Number of Each Such District

OR

4. Adopt Resolution No. 2011-108 repealing Resolution No. 2001-60, and adjusting the boundaries of Councilmanic districts, identified as Public Plan No. 10 and designating the number of each such district.

Resolution No. 2011-108

A Resolution of the City Council of the City of Moreno Valley, California, Repealing Resolution No. 2001-60, and Adjusting the Boundaries of Councilmanic Districts and Designating the Number of Each Such District

- E.2 ADOPT RESOLUTION ORDERING THE VACATION OF MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE AND TRANSFER THE PROPERTY TO THE REDEVELOPMENT AGENCY - PROJECT NO. 08-89791725 (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of: Public Works Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-98 ordering the vacation of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and access rights in

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conformance with California Streets and Highways Code - Chapter 3: Section 8324;

Resolution No. 2011-98

A Resolution of the City Council of the City of Moreno Valley, California, ordering the Vacation of Motor Way between Auto Mall Drive and Eucalyptus Avenue

2. Direct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the office of the County Recorder for recordation as required by California Streets and Highways Code - Chapter 3: Section 8325;
3. Authorize the Mayor to execute Easement Deeds to Parcel "A" of Lot Line Adjustment Number 817, and Parcel 1 of Lot Line Adjustment Number 1008 for ingress and egress along Lot B of Parcel Map 23244 (Motor Way); and
4. Authorize the Mayor to execute a quitclaim deed to transfer real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation to the Community Redevelopment Agency.

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

G. REPORTS

- G.1 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR OMP DEV CACTUS—APN 297-150-055 BALLOTING FOR CSD ZONE M (Report of: Public Works Department)

Recommendation: That the CSD:

The Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for OMP Dev Cactus—Assessor Parcel Number (APN) 297-150-055 for approval of an increase in the annual charge for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program.

- G.2 AUTHORIZE THE DESIGN AND CONSTRUCTION OF A NEW EMERGENCY GENERATOR FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER AND UPGRADE THE FUEL TANK AT THE EXISTING GENERATOR - PROJECT NO. 11-24024011 (Report of: Public Works Department)

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Recommendation: That the City Council:

Authorize the design and construction of a new Emergency Generator for the Emergency Operations Center (EOC) Family Care Center at the Conference and Recreation Center (CRC) and upgrade the fuel tank at the existing generator per the "Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings" by TMAD Taylor & Gaines (TTG).

- G.3 APPROVE RESOLUTION NO. 2011-109 RATIFYING THE DISMISSAL OF THE JUDICIAL VALIDATION PROCEEDINGS RELATED TO THE CALIFORNIA COMMUNITIES GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2011B TOTAL ROAD IMPROVEMENT PROGRAM (TRIP) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

Approve Resolution No. 2011-109 ratifying the dismissal of the City's complaint for judicial validation related to the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP)

Resolution No. 2011-109

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Ratifying the Dismissal of the City's Complaint for Judicial Validation related to the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP)

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

H. LEGISLATIVE ACTIONS

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

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions

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shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 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

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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 – 6:33 PM
October 11, 2011**

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 6:30 p.m. by Mayor Richard A. Stewart in the Council Chamber located at 14177 Frederick Street.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Richard A. Stewart.

INVOCATION - Pastor Diane Gardner - Beautiful Women of God

ROLL CALL

Council:

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

Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

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

Mayor Richard A. Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Anonymous 1 A5, Oscar Valdepeña A5, Deanna Reeder A5 and A8.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 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 September 7 - October 4, 2011.

A.4 APPROVE MORENO VALLEY ELECTRIC UTILITY SOLAR INCENTIVE PROGRAM UPDATES (Report of: Public Works Department)

Recommendation:

1. Approve the revised Net Energy Metering Agreement (NEM) for the Moreno Valley Electric Utility (MVU) Solar Incentive Program; and
2. Approve the appropriation of \$200,000 from the MVU Public Purpose Program Fund for customer rebates, consulting services, marketing and engineering expenses directly related to the MVU Solar Electric Incentive Program.

A.5 ANNUAL AGREEMENTS FOR SERVICES WITH THE CHAMBERS OF COMMERCE (Report of: Community & Economic Development Department)

Recommendation:

Review and approve the annual Agreements for Services the Moreno Valley Chamber of Commerce, and the Moreno Valley Hispanic Chamber

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of Commerce.

- A.6 APPROVAL OF A SERVICE CONTRACT WITH WELLS FARGO INSURANCE SERVICES TO PROVIDE EMPLOYEES BENEFITS BROKER SERVICES (Report of: Human Resources Department)

Recommendation:

Approve the service contract with Wells Fargo Insurance Services for the provision of employees' benefits broker services.

Motion to Approve to continue Item A6 to October 25, 2011 by m/Council Member William H. Batey II, s/Council Member Marcelo Co Approved by a vote of 5-0.

- A.7 APPROVAL OF THE INTEGRATED GENERATION MANAGEMENT PROJECT, ICE BEAR DEPLOYMENT AGREEMENT BETWEEN SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) AND THE CITY OF MORENO VALLEY ELECTRIC UTILITY (MVU) (Report of: Public Works Department)

Recommendation:

1. Approve the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority and the City of Moreno Valley Electric Utility (MVU);
2. Authorize the City Manager or his designee to execute the Integrated Generation Management Project ICE BEAR Deployment Agreement between Southern California Public Power Authority (SCPPA) and the City of Moreno Valley Electric Utility (MVU); and
3. Approve the appropriation of \$62,500 from the MVU Public Purpose Fund for the first year of the program.

- A.8 REQUEST ADOPTION OF PLANS AND SPECIFICATIONS, AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS AND AUTHORIZATION TO OFFER AN EARLY CONSTRUCTION COMPLETION FINANCIAL INCENTIVE IN THE CONSTRUCTION BID DOCUMENTS FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department)

Recommendation:

1. Adopt the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between

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Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties;

2. Authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties; and
3. Authorize the City Engineer to offer an early construction completion financial incentive 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 contract completion date.

Item A8 was moved to Section F for separate action by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina Approved by a vote of 5-0.

- A.9 AUTHORIZATION FOR THE MAYOR TO SIGN THE AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE FOR THE RIVERSIDE SUPERIOR COURT CASE ENTITLED RADOS, ET AL V. CITY OF MORENO VALLEY (Report of: City Attorney)

Recommendation:

Authorize the Mayor to Sign the Amendment to the Settlement Agreement in the Case Rados, et al. v. City of Moreno Valley (Riverside Superior Court Case No. RIC 425623).

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 27, 2011 (Report of: City Clerk Department)

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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 SEPTEMBER 27, 2011 (Report of: City Clerk Department)

Recommendation:
Approve as submitted.

Motion to Approve with the exception of Item A6, which was continued to October 25, 2011, and Item A8, which was removed for separate action under F by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder.

E.1 PUBLIC HEARING REGARDING COUNCILMANIC REDISTRICTING (POWERPOINT PRESENTATION BY DR. ALAN HESLOP, NATIONAL DEMOGRAPHICS CONSULTANT - TO BE PROVIDED UNDER SEPARATE COVER) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, CO AND BATEY ABSENT) (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Conduct a public hearing to review the four National Demographics Corporation redistricting plans and the citizen-drawn plans of the Councilmanic districts in the City of Moreno Valley; and
2. Provide direction on a final redistricting map.

Mayor Richard A. Stewart opened the public testimony portion of the public hearing. Public testimony was received from Tom Jerele, Sr., Deanna Reader, Christopher Baca, Victoria Baca, Raul Wilson, Oscar, Librada Murillo, Pete Bleckert, Roy Bleckert, Alicia Espinoza.

Motion to Approve bringing back Consultant's Draft Plan 3 and Public Plans 9 and 10 for final consideration by m/Council Member William

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H. Batey II, s/Council Member Marcelo Co
Approved by a vote of 4-0-1, Mayor Pro Tem Jesse L. Molina
abstained.

- E.2 PUBLIC HEARING REGARDING THE REISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS AND THE ADOPTION OF A RESOLUTION APPROVING THE REISSUANCE OF SAID BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY FOR THE OAKWOOD APARTMENTS (Report of: Community & Economic Development Department)

Opened the public testimony portion of the public hearing; there being none, public testimony was closed.

Recommendation: That the City Council:

1. Conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which it will hear and consider information concerning the reissuance by the California Statewide Communities Development Authority of bonds to finance the acquisition, construction and development of a 241 unit multifamily rental housing project known as the Oakwood Apartments; and
2. Adopts Resolution 2011-100, pursuant to Section 147(f) of the Internal Revenue Code of 1986 approving the reissuance of bonds by the California Statewide Communities Development Authority for the Oakwood Apartments.

Resolution No. 2010-100

A Resolution of the City Council of the City of Moreno Valley Approving the Reissuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds for the Oakwood Apartments (Moreno Valley)

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

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

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

- A.8 REQUEST ADOPTION OF PLANS AND SPECIFICATIONS,

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AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS AND AUTHORIZATION TO OFFER AN EARLY CONSTRUCTION COMPLETION FINANCIAL INCENTIVE IN THE CONSTRUCTION BID DOCUMENTS FOR THE STREET IMPROVEMENTS ALONG CACTUS AVENUE BETWEEN LASSELLE STREET AND NASON STREET AND ALONG NASON STREET BETWEEN CACTUS AVENUE AND IRIS AVENUE - PROJECT NO. 12-12599520 (Report of: Public Works Department)

Recommendation:

1. Adopt the plans and specifications on file in the office of the City Engineer for the Street Improvements along Cactus Avenue between Lasselle Street and Nason Street and along Nason Street between Cactus Avenue and Iris Avenue once biddable ready construction plans and specifications are provided to the City by the developer, Highland Fairview Properties;
2. Authorize the City Engineer to advertise the project for construction bids once all required rights-of-way are obtained and dedicated to the City by the developer, Highland Fairview Properties; and
3. Authorize the City Engineer to offer an early construction completion financial incentive 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 contract completion date.

Motion to Approve Item A8 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member Marcelo Co
Approved by a vote of 4-1, Council Member Robin N. Hastings opposed.

G. REPORTS

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

a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)

None.

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

RTA Board Members ratified the Federal Grant application for 84 new compressed natural gas buses, replacement of medium size buses, Dial-A-

MINUTES
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Ride vehicles, as well as maintain its Riverside and Hemet facilities. The Board also approved a Federal Grant requesting to build the Twin Cities Transit Center in Southwest County as well as provide up-graded bike racks. Matching funds for these grants will come from Proposition 1B and State transit assistance sources. RTA will offer free rides on New Years Eve. College students ride free. The Moreno Valley Perris Chapter Transportation NOW is seeking new members. The group is open to the public and meets the third Thursday of the month.

c. Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)

WRCOG Executive Committee meetings are held the first Monday of every month at 2:00 p.m. in the Board Chamber on Lemon Street in Riverside. \$12.2M in TUMF fees were collected for fiscal year 10-11. The Public Works Technical Advisory Committee will be reviewing and revising the TUMF Approved Project list. The Executive Committee voted to add Ken Young, Superintendent of Riverside County Office of Education, as an ex-officio member of WRCOG. At the end of one year the Executive Board will make a determination whether to make this position a permanent member of WRCOG. The Executive Committee decided the 50% fee reduction should be handled and approved in jurisdictions individually. Each city will make their own decision as to whether to continue a reduction in fees. Each jurisdiction is responsible for making up any differences between project actual costs and uncollected revenue shortfalls.

d. Council Member William H. Batey II Report on Riverside County Habitat Conservation Agency (RCHCA) (Continued from September 27, 2011)

The Riverside County Habitat Conservation Agency is having its Earth Day tours at Sycamore Canyon next week. Check the County website for dates.

G.2 APPOINTMENT TO THE ARTS COMMISSION (Report of: City Clerk Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

1. Appoint Kevin L. Morrissey to the Arts Commission with a term expiring June 30, 2012; and
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

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Motion to Approve appointment of Kevin L. Morrissey to the Arts Commission with a term expiring June 30, 2012 by Council Member Robin N. Hastings, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

- G.3 ADOPT RESOLUTION NO. 2011-59 - TO APPROVE AN AMENDMENT TO THE CalPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE-YEAR FINAL COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON DECEMBER 23, 2011, AND CONDUCT THE FIRST READING OF ORDINANCE NO. 828, AS REQUIRED BY CalPERS. (Report of: Human Resources Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:

Adopt Resolution No. 2011-59, to announce the City's intention to approve an amendment to the CalPERS Contract to provide the 2% at Age 55 and Three-Year Final Compensation Calculation Retirement Benefits for newly hired employees starting on December 23, 2011, and conduct the first reading of Ordinance No. 828, as required by CalPERS.

Resolution No. 2011-59

Resolution of Intention to Approve an Amendment to Contract between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Ordinance No. 828

An Ordinance of the City Council of the City of Moreno Valley, California, Authorizing an Amendment to the Contract between the City of Moreno Valley and the Board of Administration of the California Public Employees' Retirement System

The following clarification to the staff report was made by Human Resources Director Sonny Morkus during the verbal report for Item G3:

The third tier benefits will consist of the 2% at Age 55 Formula and Three-Year Final Compensation Calculation Retirement Benefits for eligible employees hired on or after December 23, 2011, who become members of CalPERS for the first time." A clarification was made with regard to the staff report verbiage "who become members of CalPERS for the first time." The clarification made was that the revised retirement formula will in fact be implemented with the hiring of new employees on or after December 23, 2011 who have not previously been employed with the City of Moreno

MINUTES
October 11, 2011

Valley under the 2.7% at Age 55 retirement formula. PERS requires that employees hired by the City that were previously City of Moreno Valley employees be provided the same retirement formula in effect when that employee left the service of the City of Moreno Valley.

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

- G.4 MEDIA AND COMMUNICATIONS STRATEGY (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, CO AND BATEY ABSENT) (Report of: City Manager's Office)

Recommendation: That the City Council:
Approve the proposed Media and Communications Strategy.

Motion to Approve continuing Item G4 to November 8, 2011 by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 4-0-1, Mayor Pro Tem Jesse L. Molina absent.

AGENDA ORDER – Public Comments

- G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

None

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE
H.2 ORDINANCES - 2ND READING AND ADOPTION

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

- H.2 .1 ORDINANCE NO. 829 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION PA08-0098 TO CHANGE THE ZONE FROM BUSINESS PARK TO LIGHT INDUSTRIAL FOR A 55 ACRE SITE (ASSESSOR'S PARCEL NUMBERS 488-330-003 THROUGH -006 AND -026) (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of:

MINUTES
October 11, 2011

Community & Economic Development Department)

Recommendation: That the City Council:
Adopt Ordinance No. 829

Ordinance No. 829

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Zone Change Application PA08-0098 to Change the Zone from Business Park to Light Industrial for a 55 Acre Site (Assessor's Parcel Numbers 488-330-003 Through -006 and -026)

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 4-1, Mayor Pro Tem Jesse L. Molina opposed.

- H.2 .2 ORDINANCE NO. 830 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0017 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTER 9.05 INDUSTRIAL DISTRICTS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 6, 2011, BY A 3-2 VOTE, CO AND MOLINA OPPOSED) (CONTINUED FROM SEPTEMBER 27, 2011 ON A 3-0-2 VOTE, BATEY AND CO ABSENT) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:
Adopt Ordinance No. 830

Ordinance No. 830

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA10-0017 Amending the Municipal Code to Make Changes to Chapter 9.05 Industrial Districts

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings.
Approved by a vote of 4-1, Mayor Pro Tem Jesse L. Molina opposed.

- H.3 ORDINANCE NO. 833 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 10.02.100 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE MANDATORY SPAY AND NEUTER OF DOGS AND CATS (RECEIVED FIRST READING AND INTRODUCTION ON SEPTEMBER 27, 2011, BY A 3-0-2 VOTE, BATEY AND CO ABSENT)

MINUTES
October 11, 2011

(Report of: Financial & Administrative Services Department)

Mayor Richard A. Stewart opened the agenda item for public comments; there being none, public comments were closed.

Recommendation: That the City Council:
Adopt Ordinance No. 833

Ordinance No. 833

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 10.02.100 of the City of Moreno Valley Municipal Code Relating to the Mandatory Spay and Neuter of Dogs and Cats

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

H.4 ORDINANCES – URGENCY ORDINANCES - NONE

H.5 RESOLUTIONS – NONE

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

Deanna Reeder

1. Calendared meetings

Christopher Baca

1. AB 353

Darryl Terell

1. Stimulate local economy

Tom Jerele, Sr.

1. Merit to Darryl Terell's comments

2. Use of Public Funds criteria

3. Redistricting discussion

Anonymous 0

1. Nason project validation

2. City Manager

MINUTES
October 11, 2011

3. Car Allowance

Anonymous 1

1. Chamber of Commerce
2. Retaliation against people

Kenny Bell

1. Police Department response
2. Property investments

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

Mayor Pro Tem Jesse L. Molina

1. The pink ribbon is for breast cancer awareness month.
2. On October 6 the I215 Corridor/5th District Mayors and City Managers Breakfast was held. There was a discussion of the 60 and 215 interchange and upcoming events. Booking fees were discussed, and there will be no reimbursement for them. Short term inmates are serving county jail time instead of prison time.
3. A parent that attended the School Districts/City Joint Task Force asked how you can tell if your child is at risk of being in a gang and asked if the information can be put on MVTV.
4. Community and Economic Development Director Barry Foster received 18 letters from developers of major businesses stating it was a great move to combine Development Services, Planning, Building and Safety and Land Development. Thank you to Community and Economic Development Director Barry Foster and his staff for making Moreno Valley the best place to do business.

Council Member William H. Batey II

1. There is a March of Dimes Walk on October 29 at TownGate Park from 9:00 a.m. to 5:00 p.m. Teams are needed to sign up. Rita Rogers is the March of Dimes Chair. Contact the City Council office for information.

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October 11, 2011

Council Member Robin N. Hastings

1. The Community Action Partnership of Riverside County is holding a Weatherization Block Party on October 18 from 10:00 a.m. to 2:00 p.m. at 24169 Eucalyptus Avenue. They will provide resource information, utility assistance, weatherization applications and energy conservation tips. Community Action Partnership has a lot of programs available.
2. The State of the County was today. Riverside County is looking at an \$80M deficit. There has been a drop in sales tax and property taxes.
3. The Moreno Valley Police Department is participating in the Stuff the Bus program which goes to Operation Safe House. This is a place for teens who have no place to go. Chief Anderson has a list of items they are seeking to put in the bus.

Mayor Richard A. Stewart

1. Moreno Valley has a contract with the County for police services. The last time there were tight times, the County created a booking fee whereby the City pays money if a person is arrested and booked in the City. The next time the contract for police services is negotiated, it should include a provision all fees be included in the contract.

There being no further business to conduct, the meeting was adjourned at 10:20 p.m. by unanimous informal consent.

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:

MINUTES
October 11, 2011

- 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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:40 p.m. by unanimous informal consent.

Submitted by:

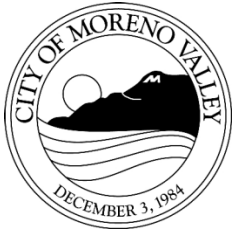
City Clerk Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

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

MINUTES
October 11, 2011

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 25, 2011

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of October 5-18, 2011.

<i>Reports on Reimbursable Activities</i> [Date – Date]		
Council Member	Date	Meeting
William H. Batey II	10/11/11	State of the County
	10/12/11	Student of the Month
Marcelo Co		None
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	10/11/11	State of the County

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>REA</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: October 25, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR AUGUST, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-101, approving the Check Register for the month of August, 2011 in the amount of \$15,049,188.56.

DISCUSSION

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

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the FY 2011-12 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-101
Check Register for Month of August, 2011

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2011-101

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER FOR THE
MONTH OF AUGUST, 2011

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period August 1, 2011 through August 31, 2011, for review and approval by the City Council of the City of Moreno Valley; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period August 1, 2011 through August 31, 2011, in the total amount of \$15,049,188.56 is approved.

APPROVED AND ADOPTED this 25th day of October, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1 Resolution No. 2011-101
Date Adopted: October 25, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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

2 Resolution No. 2011-101
Date Adopted: October 25, 2011



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
AFTERSCHOOLSTORE.COM				
8/22/2011	209160	32,937.95	Remit to: PALMDALE	CA
			AFTERSCHOOL SNACKS-STARS PRGM	22,364.21
			AFTERSCHOOL SNACKS-STARS PRGM	4,009.62
			AFTERSCHOOL SNACKS-STARS PRGM	19,563.12
			AFTERSCHOOL SNACKS-STARS PRGM	12,418.14
			CREDIT ADJ TO MAY-11 INVOICE	-6,702.35
			CREDIT ADJ TO JUNE-11 INVOICE	-2,271.59
			CREDIT ADJ TO APRIL-11 INVOICE	-9,533.36
			CREDIT ADJ TO MARCH-11 INVOICE	-6,909.84
	Vendor Total	32,937.95		
FYTD for AFTERSCHOOLSTORE.COM		82,192.21		
ALL AMERICAN ASPHALT, INC.				
8/15/2011	209072	450,132.12	Remit to: CORONA	CA
			SR-60/NASON ST INTRCHNG PROJ	328,643.42
			SR-60/NASON ST INTRCHNG PROJ	82,160.86
			SR-60/NASON ST INTRCHNG PROJ	34,816.94
			SR-60/NASON ST INTRCHNG PROJ	4,510.90
8/25/2011	110810	50,014.68		
			RETENTN PMT PER ESCRW AGREEMNT	50,014.68
	Vendor Total	500,146.80		
FYTD for ALL AMERICAN ASPHALT, INC.		785,156.37		
BURKE, WILLIAMS & SORENSEN, LLP.				
8/8/2011	883266	31,310.62	Remit to: LOS ANGELES	CA
			LEGAL SERVICES-HR	24,805.22
			LEGAL SERVICES-HR	6,505.40
	Vendor Total	31,310.62		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		68,186.43		
COUNTY OF RIVERSIDE FIRE DEPT				
8/29/2011	883443	3,229,182.73	Remit to: PERRIS	CA
			FPARC-MV 230921,10-11,Q4	3,229,182.73
	Vendor Total	3,229,182.73		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		3,229,182.73		



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CRAFCO, INC.				
			Remit to: CHANDLER	AZ
8/1/2011	883229	25,995.88		
			CRACK SEAL MATERIAL	289.88
			CRACK SEAL MATERIAL	23,040.00
			CRACK SEAL MATERIAL	650.00
			CRACK SEAL MATERIAL	2,016.00
	Vendor Total	25,995.88		
FYTD for CRAFCO, INC.		25,995.88		
CSAC EXCESS INSURANCE AUTHORITY				
			Remit to: FOLSOM	CA
8/8/2011	208999	123,307.00		
			EXCESS WORKER'S COMP	123,307.00
	Vendor Total	123,307.00		
FYTD for CSAC EXCESS INSURANCE AUTHORITY		123,307.00		
DMC DESIGN GROUP, INC				
			Remit to: CORONA	CA
8/15/2011	209089	37,278.65		
			DAY ST IMPRVMENTS PROJ SVCS	37,278.65
	Vendor Total	37,278.65		
FYTD for DMC DESIGN GROUP, INC		57,352.14		



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
8/8/2011	209006	49,476.20		
			WATER CHARGES	502.66
			WATER CHARGES	392.33
			WATER CHARGES	452.66
			WATER CHARGES	22,315.85
			WATER CHARGES	1,757.40
			WATER CHARGES	988.67
			WATER CHARGES	13,993.77
			WATER CHARGES	197.39
			WATER CHARGES	3,260.40
			WATER CHARGES	4,153.00
			WATER CHARGES	51.57
			WATER CHARGES	183.55
			WATER CHARGES	163.83
			WATER CHARGES	467.22
			WATER CHARGES	165.71
			WATER CHARGES	149.34
			WATER CHARGES	67.50
			WATER CHARGES	213.35
8/15/2011	209092	46,885.22		
			WATER CHARGES	64.48
			WATER CHARGES	186.56
			WATER CHARGES	3,094.04
			WATER CHARGES	33.60
			WATER CHARGES	3,367.03
			WATER CHARGES	96.49
			WATER CHARGES	12,676.40
			WATER CHARGES	259.43
			WATER CHARGES	10,788.44
			WATER CHARGES	3,249.42
			WATER CHARGES	7,853.55
			WATER CHARGES	1,003.66
			WATER CHARGES	252.78
			WATER CHARGES	66.19
			WATER CHARGES	299.68
			WATER CHARGES	718.69
			WATER CHARGES	229.18
			WATER CHARGES	314.74
			WATER CHARGES	201.89
			WATER CHARGES	354.79
			WATER CHARGES	305.32
			WATER CHARGES	888.03
			WATER CHARGES	580.83
8/22/2011	209180	82,718.29		
			WATER CHARGES	1,344.76
			WATER CHARGES	876.24
			WATER CHARGES	352.69
			WATER CHARGES	725.02
			WATER CHARGES	32,512.98
			WATER CHARGES	5,184.68
			WATER CHARGES	4,963.86
			WATER CHARGES	7,402.98



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	4,600.17
			WATER CHARGES	9,520.01
			WATER CHARGES	2,275.90
			WATER CHARGES	259.91
			WATER CHARGES	1,001.04
			WATER CHARGES	3,133.41
			WATER CHARGES	172.68
			WATER CHARGES	164.82
			WATER CHARGES	1,985.18
			WATER CHARGES	1,246.78
			WATER CHARGES	484.47
			WATER CHARGES	60.85
			WATER CHARGES	269.26
			WATER CHARGES	538.51
			WATER CHARGES	1,858.85
			WATER CHARGES	655.25
			WATER CHARGES	397.48
			WATER CHARGES	83.86
			WATER CHARGES	9.69
			WATER CHARGES	277.74
			WATER CHARGES	210.03
			WATER CHARGES	149.19

Vendor Total 179,079.71

FYTD for EASTERN MUNICIPAL WATER DISTRICT	342,357.84
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EMPLOYMENT DEVELOPMENT DEPARTMENT

Check Date	Check Number	Check Amount	Remit to:	Payment Amount(s)
8/12/2011	2916	32,494.18	STATE INCOME TAX W/H 8/12/11	32,494.18
8/26/2011	2924	31,123.73	STATE INCOME TAX W/H 8/26/11	31,123.73

Vendor Total 63,617.91

FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT	169,662.97
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City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM CA	
8/1/2011	883232	169,284.15		
			ELECTRIC METER CHARGES	2,934.00
			WORK AUTH SVCS-HIGHLAND FAIRVW	7,230.10
			SVCS FOR ELECTRIC UTILITY	142,033.76
			SVCS FOR ELECTRIC UTILITY	8,110.00
			SVCS FOR ELECTRIC UTILITY	-1,534.71
			SVCS FOR ELECTRIC UTILITY	185.70
			MORRISON FS ELECTR DESIGN WORK	181.80
			12KV NEW REDLAND CKT WORK	10,143.50
8/8/2011	883278	171,312.69		
			SVCS FOR ELECTRIC UTILITY	165,005.58
			SVCS FOR ELECTRIC UTILITY	8,575.00
			SVCS FOR ELECTRIC UTILITY	-2,503.54
			SVCS FOR ELECTRIC UTILITY	235.65
Vendor Total		340,596.84		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		653,789.05		
HARDY & HARPER, INC.				
			<u>Remit to:</u> SANTA ANA CA	
8/15/2011	209099	998,415.85		
			PAVEMENT RESURF PROJ-CITYWIDE	36,885.98
			PAVEMENT RESURF PROJ-CITYWIDE	92,021.47
			2011 LOCAL ST. PAVEMNT RESURF.	869,508.40
Vendor Total		998,415.85		
FYTD for HARDY & HARPER, INC.		998,415.85		
ICMA RETIREMENT CORP 457				
			<u>Remit to:</u> BALTIMORE MD	
8/26/2011	2922	32,886.49		
			DEF COMP 457 8/26/11	32,886.49
Vendor Total		32,886.49		
FYTD for ICMA RETIREMENT CORP 457		83,494.90		
INTERNAL REVENUE SERVICE				
			<u>Remit to:</u>	
8/12/2011	2915	125,502.97		
			FED INCOME TAX W/H 8/12/11	125,502.97
8/26/2011	2923	121,895.67		
			FED INCOME TAX W/H 8/26/11	121,895.67
Vendor Total		247,398.64		
FYTD for INTERNAL REVENUE SERVICE		672,161.77		
KOA CORPORATION				
			<u>Remit to:</u> MONTEREY PARK CA	
8/15/2011	209104	40,031.84		
			RECHE VISTA DR REALIGNMNT PROJ	40,031.84
Vendor Total		40,031.84		
FYTD for KOA CORPORATION		40,031.84		



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LAWYERS TITLE INC				
			<u>Remit to:</u> NEWPORT BEACH CA	
8/2/2011	110803	53,361.00		
			ACQ & ESCROW-24985 ELDER AVE	3,279.00
			ACQ & ESCROW-24985 ELDER AVE	50,082.00
8/29/2011	110812	37,548.00		
			ACQ & ESCROW-16641 PERRIS BLVD	37,548.00
Vendor Total		90,909.00		
FYTD for LAWYERS TITLE INC		156,408.00		
LOR GEOTECHNICAL GROUP, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
8/15/2011	883371	27,051.00		
			2011 LOCAL ST. PAVEMNT RESURF.	27,051.00
Vendor Total		27,051.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		38,609.20		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET CA	
8/22/2011	209203	86,403.39		
			ELECTRICITY	155.42
			ELECTRICITY	1,915.82
			ELECTRICITY	304.59
			ELECTRICITY	1,726.94
			ELECTRICITY	17,325.76
			ELECTRICITY	17,930.31
			ELECTRICITY	6,112.08
			ELECTRICITY	12,794.18
			ELECTRICITY	1,834.70
			ELECTRICITY	3,449.73
			ELECTRICITY	11,622.24
			ELECTRICITY	7,169.83
			ELECTRICITY	293.10
			ELECTRICITY	143.44
			ELECTRICITY	80.42
			ELECTRICITY	69.20
			ELECTRICITY	68.33
			ELECTRICITY	186.49
			ELECTRICITY	136.66
			ELECTRICITY	2,911.34
			ELECTRICITY	91.00
			ELECTRICITY	81.81
Vendor Total		86,403.39		
FYTD for MORENO VALLEY UTILITY		164,032.44		



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NATIONWIDE RETIREMENT SOLUTIONS				
			<u>Remit to:</u> COLUMBUS OH	
8/12/2011	2912	25,279.70	DEF COMP 457 & 401(A) 8/12/11	25,279.70
8/26/2011	2920	25,327.55	DEF COMP 457 & 401(A) 8/26/11	25,327.55
Vendor Total		50,607.25		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		177,776.48		
NEW WORLD SYSTEMS, CORP				
			<u>Remit to:</u> TROY MI	
8/22/2011	209206	97,382.89	ERP RPLCMNT PROJECT BILLING	94,925.00
			ERP RPLCMNT PROJECT-TRAVEL EXP	1,200.00
			ERP RPLCMNT PROJECT-TRAVEL EXP	1,257.89
Vendor Total		97,382.89		
FYTD for NEW WORLD SYSTEMS, CORP		370,838.41		
PARSONS TRANSPORTATION GROUP, INC.				
			<u>Remit to:</u> IRVINE CA	
8/1/2011	208939	29,908.29	SR-60/MOR BCH DR INTRCHNG PROJ	29,908.29
Vendor Total		29,908.29		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		43,500.76		
PB AMERICAS, INC.				
			<u>Remit to:</u> SAN BERNARDINO CA	
8/15/2011	209119	36,107.91	SR-60/NASON ST INTRCHNG PROJ	36,107.91
8/22/2011	209208	25,128.15	SR-60/NASON ST INTRCHNG PROJ	8,073.27
			SR-60/NASON ST INTRCHNG PROJ	17,054.88
Vendor Total		61,236.06		
FYTD for PB AMERICAS, INC.		61,236.06		
PERMA				
			<u>Remit to:</u> PALM DESERT CA	
8/8/2011	883320	402,156.97	CRIME COVERAGE PRGRM INSURANCE	4,250.00
			GEN LIABILITY DEPOSIT PREMIUM	302,472.00
			PROPERTY PRGRM INSURANCE	95,434.97
Vendor Total		402,156.97		
FYTD for PERMA		403,705.14		
PERS HEALTH INSURANCE				
			<u>Remit to:</u> SACRAMENTO CA	
8/8/2011	110801	197,831.94	EMPLOYEE HEALTH INS 8/8/11	197,831.94
Vendor Total		197,831.94		
FYTD for PERS HEALTH INSURANCE		408,110.94		



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PERS RETIREMENT				
			Remit to: SACRAMENTO	CA
8/5/2011	2909	215,761.24	PERS RETIREMENT 8/5/11	215,761.24
8/19/2011	2917	214,171.81	PERS RETIREMENT 8/19/11	214,171.81
Vendor Total		429,933.05		
FYTD for PERS RETIREMENT		849,638.95		
PROACTIVE ENGINEERING CONSULTANTS, INC.				
			Remit to: CORONA	CA
8/15/2011	883382	41,405.00	KITCHING ST IMPRVMENTS PROJ	39,794.00
			CACTUS AVE WIDENING PROJ-STG 2	1,611.00
Vendor Total		41,405.00		
FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.		41,405.00		
RIDGE MORENO VALLEY, LLC				
			Remit to: LONG BEACH	CA
8/8/2011	209035	29,282.40	REFUND-ROUGH GRADING DEPOSIT	29,282.40
Vendor Total		29,282.40		
FYTD for RIDGE MORENO VALLEY, LLC		29,282.40		
RIVERSIDE CONSTRUCTION COMPANY, INC				
			Remit to: RIVERSIDE	CA
8/8/2011	883325	221,010.80	IRONWOOD AVE/STORM DRAIN PROJ	51,862.28
			IRONWOOD AVE/STORM DRAIN PROJ	14,403.83
			IRONWOOD AVE/STORM DRAIN PROJ	154,744.69
8/15/2011	883385	272,790.89	IRONWOOD AVE-DAY TO BARCLAY	268,434.29
			IRONWOOD AVE-DAY TO BARCLAY	4,356.60
8/25/2011	110811	30,310.10	RETENTN PMT PER ESCRW AGREEMNT	30,310.10
Vendor Total		524,111.79		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,048,825.72		



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RIVERSIDE COUNTY SHERIFF			Remit to: RIVERSIDE	CA
8/1/2011	883247	665,742.21	CNTRCT LAW ENF RATE ADJ FY1011	9,204.65
			CNTRCT LAW ENF RATE ADJ FY1011	-803.19
			CNTRCT LAW ENF RATE ADJ FY1011	395,604.18
			CNTRCT LAW ENF RATE ADJ FY1011	-21,833.33
			CNTRCT LAW ENF RATE ADJ FY1011	97,339.78
			CNTRCT LAW ENF RATE ADJ FY1011	-2,185.41
			CNTRCT LAW ENF RATE ADJ FY1011	21,226.61
			CNTRCT LAW ENF RATE ADJ FY1011	-8,168.49
			CNTRCT LAW ENF RATE ADJ FY1011	29,599.65
			CNTRCT LAW ENF RATE ADJ FY1011	-425.31
			CNTRCT LAW ENF RATE ADJ FY1011	45,210.24
			CNTRCT LAW ENF RATE ADJ FY1011	-1,133.28
			CNTRCT LAW ENF RATE ADJ FY1011	93,892.30
			CNTRCT LAW ENF RATE ADJ FY1011	-4,206.46
			CNTRCT LAW ENF RATE ADJ FY1011	9,632.46
			CNTRCT LAW ENF RATE ADJ FY1011	-85.77
			CNTRCT LAW ENF RATE ADJ FY1011	193.51
			CNTRCT LAW ENF RATE ADJ FY1011	2,782.61
			CNTRCT LAW ENF RATE ADJ FY1011	-102.54
8/22/2011	883427	2,761,002.87	CONTRACT LAW ENF BILL #11	44,939.36
			CONTRACT LAW ENF BILL #11	380.31
			CONTRACT LAW ENF BILL #11	1,604,156.96
			CONTRACT LAW ENF BILL #11	56,959.52
			CONTRACT LAW ENF BILL #11	342,643.55
			CONTRACT LAW ENF BILL #11	6,136.15
			CONTRACT LAW ENF BILL #11	58,809.50
			CONTRACT LAW ENF BILL #11	7,633.68
			CONTRACT LAW ENF BILL #11	75,185.60
			CONTRACT LAW ENF BILL #11	1,501.95
			CONTRACT LAW ENF BILL #11	166,183.36
			CONTRACT LAW ENF BILL #11	3,671.15
			CONTRACT LAW ENF BILL #11	322,597.15
			CONTRACT LAW ENF BILL #11	7,793.65
			CONTRACT LAW ENF BILL #11	34,639.73
			CONTRACT LAW ENF BILL #11	337.45
			CONTRACT LAW ENF BILL #11	14,609.56
			CONTRACT LAW ENF BILL #11	57.44
			CONTRACT LAW ENF BILL #11	12,019.65
			CONTRACT LAW ENF BILL #11	747.15
Vendor Total		3,426,745.08		
FYTD for RIVERSIDE COUNTY SHERIFF		6,068,092.95		



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RIVERSIDE COUNTY SHERIFF MV				
8/1/2011	208947	34,856.67	<u>Remit to:</u> MORENO VALLEY CA	
			DUI SATURATION DR-6/4/11	1,854.70
			DUI WARRANT SWEEP-6/11/11	12,957.19
			SOBRIETY CHECKPT-6/16/11	9,935.61
			SOBRIETY CHECKPT-6/24/11	9,051.73
			DUI SATURATION DR-6/25/11	1,057.44
Vendor Total		34,856.67		
FYTD for RIVERSIDE COUNTY SHERIFF MV		46,353.64		
SHELL ENERGY NORTH AMERICA (US) L.P.				
8/24/2011	209249	629,977.60	<u>Remit to:</u> PHILADELPHIA PA	
			ENERGY PURCHASE FOR MV UTIL.	81,737.20
			ENERGY PURCHASE FOR MV UTIL.	548,240.40
Vendor Total		629,977.60		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		629,977.60		
SMEAL FIRE APPARATUS CO.				
8/29/2011	209287	437,320.62	<u>Remit to:</u> SNYDER NE	
			SPARTAN '11 FIRE TRUCK CHASSIS	179,098.00
			2011 CUSTOM SIDE MNT PUMPER	226,768.00
			CA SALES TAX	31,454.62
Vendor Total		437,320.62		
FYTD for SMEAL FIRE APPARATUS CO.		437,320.62		
SOUTHCOAST HEATING & AIR CONDITIONING				
8/15/2011	209138	248,654.34	<u>Remit to:</u> VISTA CA	
			CITY HALL HVAC SYSTEM REPLCMNT	248,654.34
Vendor Total		248,654.34		
FYTD for SOUTHCOAST HEATING & AIR CONDITIONING		336,266.64		



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SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
8/8/2011	209047	35,236.45		
			RELIABILITY SERVICE	280.63
			WDAT CHARGES-FREDERICK	2,525.13
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-GLOBE	9,527.13
			WDAT CHARGES-GRAHAM	4,213.73
			WDAT CHARGES-SUBSTATION	13,036.43
			ELECTRIC CHARGES	380.87
8/15/2011	209139	40,000.00		
			UTIL. RELOCATION ENG. ADVANCE	40,000.00
8/15/2011	209141	138,093.28		
			ELECTRICITY	23.85
			ELECTRICITY	91.53
			ELECTRICITY	148.89
			ELECTRICITY	3.25
			ELECTRICITY	46.59
			ELECTRICITY	23.06
			ELECTRICITY	1,215.20
			ELECTRICITY	1,868.09
			ELECTRICITY	1,836.17
			ELECTRICITY	829.86
			ELECTRICITY	94,671.95
			ELECTRICITY	36,422.63
			ELECTRICITY	672.84
			ELECTRICITY	140.54
			ELECTRICITY	24.83
			ELECTRICITY	74.00
8/29/2011	209291	53,422.19		
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	4,927.97
			WDAT CHARGES-GLOBE	9,649.89
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	2,770.56
			WDAT CHARGES-SUBSTATION	16,043.15
			ELECTRIC CHARGES	611.36
			IFA CHARGES-SUBSTATION	14,146.73
8/29/2011	209292	25,564.74		
			ELECTRICITY	157.37
			ELECTRICITY	29.92
			ELECTRICITY	4,924.52
			ELECTRICITY	4,232.29
			ELECTRICITY	18.93
			ELECTRICITY	1,542.87
			ELECTRICITY	4,346.43
			ELECTRICITY	386.02
			ELECTRICITY	3,161.04
			ELECTRICITY	71.97
			ELECTRICITY	41.02
			ELECTRICITY	1,421.18
			ELECTRICITY	334.23



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			ELECTRICITY	459.45
			ELECTRICITY	461.25
			ELECTRICITY	113.42
			ELECTRICITY	155.16
			ELECTRICITY	21.26
			ELECTRICITY	1,254.77
			ELECTRICITY	195.37
			ELECTRICITY	170.60
			ELECTRICITY	284.70
			ELECTRICITY	1,323.71
			ELECTRICITY	134.28
			ELECTRICITY	203.38
			ELECTRICITY	90.39
			ELECTRICITY	29.21
Vendor Total		292,316.66		
FYTD for SOUTHERN CALIFORNIA EDISON		552,425.70		
SPINNAKER SUPPORT, LLC				
8/29/2011	209304	63,450.00	Remit to: DENVER CO	
			SUPPORT SVCS-ONEWORLD V8.0	42,300.00
			SUPPORT SVCS-ONEWORLD V8.0	21,150.00
Vendor Total		63,450.00		
FYTD for SPINNAKER SUPPORT, LLC		63,450.00		
STANDARD INSURANCE CO				
8/15/2011	209143	26,584.94	Remit to: PORTLAND OR	
			LIFE & DISABILITY INSURANCE	10,875.02
			LIFE & DISABILITY INSURANCE	16,997.26
			LIFE & DISABILITY INSURANCE	-1,287.34
Vendor Total		26,584.94		
FYTD for STANDARD INSURANCE CO		60,410.82		
TCM GROUP				
8/15/2011	883392	96,998.36	Remit to: FONTANA CA	
			SR-60/NASON ST INTRCHNG PROJ	96,998.36
Vendor Total		96,998.36		
FYTD for TCM GROUP		448,570.74		



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U.S. BANK/CALCARDS				
			<u>Remit to:</u> ST. LOUIS	MO
8/2/2011	110804	75,869.29	CALCARD PYMT CYCLE END 7/22/11	75,869.29
8/16/2011	110808	61,733.86	CALCARD PYMT CYCLE END 8/8/11	61,733.86
8/30/2011	110814	80,320.63	CALCARD PYMT CYCLE END 8/22/11	80,320.63
Vendor Total		217,923.78		
FYTD for U.S. BANK/CALCARDS		347,389.35		
WASTE MANAGEMENT				
			<u>Remit to:</u> CORONA	CA
8/8/2011	209066	40,524.92	SOLID WASTE DELINQUENCIES	328.80
			SOLID WASTE DELINQUENCIES	-39.88
			SOLID WASTE DELINQUENCIES	45,790.37
			SOLID WASTE DELINQUENCIES	-5,554.37
Vendor Total		40,524.92		
FYTD for WASTE MANAGEMENT		40,524.92		
WELLS FARGO CORPORATE TRUST				
			<u>Remit to:</u> LOS ANGELES	CA
8/16/2011	110815	47,384.71	DEBT SVC-SPECIAL TAXES	47,384.71
Vendor Total		47,384.71		
FYTD for WELLS FARGO CORPORATE TRUST		1,281,224.62		
WILLDAN AND ASSOCIATES				
			<u>Remit to:</u> SAN BERNARDINO	CA
8/22/2011	209245	31,393.70	MORENO BCH DR WIDENING PROJ	27,478.70
			EASTRIDGE CTR EIR REVIEW SVCS	1,329.61
			EASTRIDGE CTR EIR REVIEW SVCS	1,100.39
			EASTRIDGE CTR EIR REVIEW SVCS	1,485.00
Vendor Total		31,393.70		
FYTD for WILLDAN AND ASSOCIATES		53,253.21		
Subtotal		13,544,537.32		



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CHECKS LESS THAN \$25,000				
JONES, DAVID/LISA				
			Remit to: BEAUMONT	CA
8/29/2011	209250	56.00		
			REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	16.00
	Vendor Total	56.00		
FYTD for JONES, DAVID/LISA		56.00		
KUBARII, JOSH				
			Remit to: MORENO VALLEY	CA
8/22/2011	209158	152.80		
			REFUND-SHELTER FEE	38.20
			REFUND-SHELTER FEE	114.60
	Vendor Total	152.80		
FYTD for KUBARII, JOSH		152.80		
ABILITY COUNTS, INC				
			Remit to: CORONA	CA
8/29/2011	209251	1,440.00		
			LANDSCAPE MAINT-AQDCT	1,440.00
	Vendor Total	1,440.00		
FYTD for ABILITY COUNTS, INC		1,440.00		
ACCESS SECURITY CONTROLS INT., INC.				
			Remit to: TEMECULA	CA
8/1/2011	208883	75.00		
			MONITORING SVCS-GOLF CENTER	75.00
	Vendor Total	75.00		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		150.00		
ADAMS, MARK L.				
			Remit to: REDLANDS	CA
8/8/2011	883258	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for ADAMS, MARK L.		637.46		



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ADLERHORST INTERNATIONAL INC.				
			<u>Remit to:</u> RIVERSIDE	CA
8/15/2011	883355	73.27		
			K-9 50' TRACKING LEASH-POLICE	40.00
			K-9 6' NYLON BOLT	28.00
			CALIF SALES TAX	5.27
8/22/2011	883399	283.34		
			K-9 TRAINING-POLICE PATROL	283.34
Vendor Total		356.61		
FYTD for ADLERHORST INTERNATIONAL INC.		639.95		
ADMINSURE				
			<u>Remit to:</u> DIAMOND BAR	CA
8/1/2011	208884	2,600.00		
			WORKER'S COMP CLAIMS ADMIN.	2,600.00
8/8/2011	208975	2,600.00		
			WORKER'S COMP CLAIMS ADMIN	2,600.00
Vendor Total		5,200.00		
FYTD for ADMINSURE		5,200.00		
ADVANCED ELECTRIC				
			<u>Remit to:</u> RIVERSIDE	CA
8/1/2011	208885	1,909.00		
			ELECTRICAL WORK-CITY YARD	1,492.00
			ELECTRICAL WORK CONTINGENCY	417.00
8/22/2011	209159	1,982.00		
			ELECTRICAL WORK--PSB	684.00
			ELECTRICAL WORK--ANIMAL SHLTR	510.00
			ELECTRICAL WORK--PSB CONF ROOM	540.00
			ELECTRICAL REPAIR-COMMUNITY PRK	62.00
			ELECTRICAL REPAIR-TOWNGATE PRK	62.00
			ELECTRICAL REPAIR-PEDORENA PRK	124.00
Vendor Total		3,891.00		
FYTD for ADVANCED ELECTRIC		9,785.00		
AEI-CASC ENGINEERING				
			<u>Remit to:</u> COLTON	CA
8/1/2011	883226	12,185.99		
			IRONWD AVE/DAY ST-BARCLAY PROJ	7,367.63
			IRONWD AVE/DAY ST-BARCLAY PROJ	4,818.36
Vendor Total		12,185.99		
FYTD for AEI-CASC ENGINEERING		12,548.49		
AFTERSCHOOLSTORE.COM, INC				
			<u>Remit to:</u> PALMDALE	CA
8/22/2011	209161	172.62		
			REFUND-BUS LIC OVRPMT	172.62
Vendor Total		172.62		
FYTD for AFTERSCHOOLSTORE.COM, INC		172.62		



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AIR CLEANING SYSTEMS INC.				
			<u>Remit to:</u> POMONA CA	
8/8/2011	883259	399.73		
			PLYMOVENT MAINT/REPAIR-FIRE	170.00
			PLYMOVENT PARTS-FIRE	229.73
8/22/2011	883400	708.97		
			PLYMOVENT MAINT-FIRE STNS	170.00
			PLYMOVENT PARTS-FIRE STNS	538.97
Vendor Total		1,108.70		
FYTD for AIR CLEANING SYSTEMS INC.		1,108.70		
ALLIANCE BUS LINES INC				
			<u>Remit to:</u> ONTARIO CA	
8/1/2011	208886	358.90		
			TRANSPORTATION SVCS-CHILDS PLC	11.52
			TRANSPORTATION SVCS-CHILDS PLC	60.17
			TRANSPORTATION SVCS-CHILDS PLC	287.21
8/22/2011	209162	4,853.61		
			TRANSPORTATION SVCS-VALLEYCAMP	1,643.60
			TRANSPORTATION SVCS-VALLEYCAMP	1,338.34
			TRANSPORTATION SVCS-VALLEYCAMP	1,338.34
			TRANSPORTATION SVCS-CHILDS PLC	533.33
Vendor Total		5,212.51		
FYTD for ALLIANCE BUS LINES INC		6,662.63		
ALLIANZ LIFE INSURANCE CO				
			<u>Remit to:</u> NEWARK NJ	
8/15/2011	209073	75.00		
			NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		150.00		
ALPHA AUTOMATION				
			<u>Remit to:</u> LOS ANGELES CA	
8/8/2011	208976	74.50		
			FUEL TANK MONITORING	74.50
Vendor Total		74.50		
FYTD for ALPHA AUTOMATION		74.50		
ALTERNATIVES TO DOMESTIC VIOLENCE				
			<u>Remit to:</u> RIVERSIDE CA	
8/8/2011	208977	1,873.54		
			CDBG SVCS-DOM VIOL SVCS	1,873.54
8/22/2011	209163	1,967.37		
			CDBG SVCS-DOM VIOL SVCS	1,967.37
Vendor Total		3,840.91		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE		3,840.91		



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ALWORTH, RALPH				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209164	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for ALWORTH, RALPH		50.00		
AMARO, LISA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208887	200.00		
			REFUND-RNTL DEPOSIT 7/16/11	100.00
			REFUND-RNTL DEPOSIT 7/16/11	100.00
Vendor Total		200.00		
FYTD for AMARO, LISA		200.00		
AMBAC ASSURANCE CORPORATION				
			<u>Remit to:</u> NEW YORK NY	
8/1/2011	110802	5,000.00		
			SURETY REVIEW FOR CONSENT	5,000.00
Vendor Total		5,000.00		
FYTD for AMBAC ASSURANCE CORPORATION		5,000.00		
AMERICAN FORENSIC NURSES				
			<u>Remit to:</u> PALM SPRINGS CA	
8/8/2011	883260	4,867.04		
			BLOOD DRAWS/TOXICOLOGY TEST-PD	41.08
			BLOOD DRAWS/TOXICOLOGY TEST-PD	1,294.42
			BLOOD DRAWS/TOXICOLOGY TEST-PD	1,148.90
			BLOOD DRAWS/TOXICOLOGY TEST-PD	2,382.64
Vendor Total		4,867.04		
FYTD for AMERICAN FORENSIC NURSES		4,949.20		
AMERICAN PUBLIC POWER ASSOCIATION				
			<u>Remit to:</u> BALTIMORE MD	
8/1/2011	208888	4,372.73		
			MEMBERSHIP DUES-59815>4/30/12	4,372.73
Vendor Total		4,372.73		
FYTD for AMERICAN PUBLIC POWER ASSOCIATION		4,372.73		
AMERICAN TOWERS				
			<u>Remit to:</u> CHARLOTTE NC	
8/15/2011	209074	2,573.48		
			ATC TOWER LEASE AGREEMENT	2,573.48
Vendor Total		2,573.48		
FYTD for AMERICAN TOWERS		5,146.96		



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AMERIMARK DIRECT				
			Remit to: BURNSVILLE	MN
8/8/2011	208978	513.00		
			COLORING BOOKS & IMPRINT CHRGS	513.00
			COLORING BOOKS & IMPRINT CHRGS	43.14
			COLORING BOOKS & IMPRINT CHRGS	-43.14
		Vendor Total		513.00
FYTD for AMERIMARK DIRECT		513.00		
AMERISOURCE FUNDING ASSIGNEE:				
			Remit to: ONTARIO	CA
8/15/2011	209109	2,850.00		
			BANNER 11'x34'-ECONOMIC DVLPMT	2,850.00
		Vendor Total		2,850.00
FYTD for AMERISOURCE FUNDING ASSIGNEE:		2,850.00		
AMTECH ELEVATOR SERVICES				
			Remit to: ANAHEIM	CA
8/1/2011	208889	121.92		
			ELEVATOR SVC-CITY HALL	121.92
		Vendor Total		121.92
FYTD for AMTECH ELEVATOR SERVICES		596.22		
ANIMAL EMERGENCY CLINIC, INC.				
			Remit to: GRAND TERRACE	CA
8/29/2011	883437	535.00		
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
		Vendor Total		535.00
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,175.00		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
			Remit to: CHINO	CA
8/29/2011	209252	1,523.00		
			PEST CONTROL SVCS-CITY PARKS	600.00
			PEST CONTROL SVCS-CNTRT PARKS	230.00
			PEST CONTROL SVCS-GOLF COURSE	162.00
			PEST CONTROL SVCS-CFD #1	144.00
			PEST CONTROL SVCS-MARCH FLD CC	90.00
			PEST CONTROL SVCS-MARCH BLLFLD	297.00
		Vendor Total		1,523.00
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		3,638.00		



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APPLIED MEASUREMENT PROFESSIONALS INC.				
			Remit to: OLATHE	KS
8/8/2011	208979	500.00		
			REFUND-RENTAL DEPOSIT-CRC 7/25	500.00
Vendor Total		500.00		
FYTD for APPLIED MEASUREMENT PROFESSIONALS INC.		500.00		
ARC OF RIVERSIDE COUNTY, THE				
			Remit to: RIVERSIDE	CA
8/8/2011	208980	1,941.68		
			CDBG SVCS-MV RESOURCE CTR	1,941.68
8/22/2011	209165	970.86		
			CDBG SVCS-M.V. RESOURCE CTR	970.86
Vendor Total		2,912.54		
FYTD for ARC OF RIVERSIDE COUNTY, THE		2,912.54		
ARCHIVE MANAGEMENT SERVICE				
			Remit to: RIVERSIDE	CA
8/22/2011	883401	1,341.84		
			RECORDS OFF-SITE STORAGE-CLERK	1,341.84
8/29/2011	883438	9.89		
			RECORDS DESTRUCTION-EDD	9.89
Vendor Total		1,351.73		
FYTD for ARCHIVE MANAGEMENT SERVICE		2,698.21		
ARROWHEAD WATER				
			Remit to: COLTON	CA
8/1/2011	208890	340.78		
			WATER PURIF RNTL-CITY YARD	25.00
			WATER PURIF RNTL-TRFFC TRLR	25.00
			WATER PURIF RNTL-LIBRARY	25.00
			WATER PURIF RNTL-FIRE STN #2	25.00
			WATER PURIF RNTL-FIRE STN #6	25.00
			WATER PURIF RNTL-FIRE STN #48	25.00
			WATER PURIF RNTL-FIRE STN #58	15.77
			WATER PURIF RNTL-FIRE STN #65	25.00
			WATER PURIF RNTL-FIRE STN #91	25.00
			WATER PURIF RNTL-CITY HALL	125.01
Vendor Total		340.78		
FYTD for ARROWHEAD WATER		881.57		
ASSOCIATED ENGINEERS, INC.				
			Remit to: LOS ANGELES	CA
8/15/2011	209075	4,430.05		
			HEACOCK ST WIDENING PROJ SVCS	2,702.44
			HEACOCK ST WIDENING PROJ SVCS	5.41
			HEACOCK ST WIDENING PROJ SVCS	1,722.20
Vendor Total		4,430.05		
FYTD for ASSOCIATED ENGINEERS, INC.		4,430.05		



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AT&T MOBILITY				
8/8/2011	208981	90.92	Remit to: CAROL STREAM IL CELL PH CHRGS-PD MBL CMMND CTR	90.92
Vendor Total		90.92		
FYTD for AT&T MOBILITY		181.96		
AT&T/MCI				
8/8/2011	208982	183.10	Remit to: WEST SACRAMENTO CA COMMUNICATION SVCS-POLICE	183.10
Vendor Total		183.10		
FYTD for AT&T/MCI		366.20		
ATKINS NORTH AMERICA, INC				
8/15/2011	209076	9,549.00	Remit to: SAN BERNARDINO CA GREENHOUSE GAS ANALYSIS SVCS	9,549.00
Vendor Total		9,549.00		
FYTD for ATKINS NORTH AMERICA, INC		9,549.00		
AYARS, MARGARET E.				
8/8/2011	883261	1,274.92	Remit to: YUCAIPA CA RETIREE MED MAY-AUG '11, PD AU	1,274.92
Vendor Total		1,274.92		
FYTD for AYARS, MARGARET E.		1,274.92		
BABROW, JANICE				
8/22/2011	209166	72.00	Remit to: MORENO VALLEY CA REFUND-KICKBOXING CLASS	72.00
Vendor Total		72.00		
FYTD for BABROW, JANICE		72.00		
BACHER, GRACE				
8/8/2011	208983	318.73	Remit to: HEMET CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		637.46		
BARNES, DARLENE				
8/8/2011	883262	239.46	Remit to: CHERRY VALLEY CA RETIREE MED JUL - AUG '11, PD	239.46
Vendor Total		239.46		
FYTD for BARNES, DARLENE		359.19		



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BATLLE, KRISTY				
			Remit to: MORENO VALLEY	CA
8/1/2011	208891	47.50		
			REFUND-CITATION OVRPMT	47.50
Vendor Total		47.50		
FYTD for BATLLE, KRISTY		47.50		
BECKNER, PATRICK				
			Remit to: MURRIETA	CA
8/8/2011	208984	767.16		
			RETIREE MED MAY-JUL '11, PD AU	767.16
Vendor Total		767.16		
FYTD for BECKNER, PATRICK		767.16		
BEMUS LANDSCAPE, INC.				
			Remit to: SAN CLEMENTE	CA
8/15/2011	883356	16,412.63		
			LANDSCAPE MAINT-CFD #1	300.00
			LANDSCAPE MAINT-VETERANS MMRL	225.00
			LANDSCAPE MAINT-ANNEX 1	270.00
			LANDSCAPE MAINT-CITY HALL	893.30
			LANDSCAPE MAINT-FIRE STN 58	2,835.00
			LANDSCAPE MAINT-MVU SUBSTATION	567.00
			LANDSCAPE MAINT-MVU	432.00
			LANDSCAPE MAINT-LIBRARY	468.00
			LANDSCAPE MAINT-ANIMAL SHELTER	468.00
			LANDSCAPE MAINT-PSB	1,077.83
			LANDSCAPE MAINT-CRC	1,710.00
			LANDSCAPE MAINT-CFD #1	1,710.00
			LANDSCAPE MAINT-CFD #1	360.00
			LANDSCAPE MAINT-CFD #1	360.00
			LANDSCAPE MAINT-CONTRACT AREAS	662.00
			LANDSCAPE MAINT-CONTRACT AREAS	236.00
			LANDSCAPE MAINT-CONTRACT AREAS	473.00
			LANDSCAPE MAINT-CONTRACT AREAS	765.50
			LANDSCAPE MAINT-CONTRACT AREAS	1,575.00
			LANDSCAPE MAINT-CONTRACT AREAS	540.00
			LANDSCAPE MAINT-FORMER STARS	260.00
			LANDSCAPE MAINT-CITY YARD	225.00
8/29/2011	883439	2,428.00		
			LANDSCAPE MAINT-CFD #1	2,428.00
Vendor Total		18,840.63		
FYTD for BEMUS LANDSCAPE, INC.		59,016.90		
BENESYST				
			Remit to: MINNEAPOLIS	MN
8/22/2011	883402	205.00		
			COBRA ADMIN. SVC-HR	205.00
Vendor Total		205.00		
FYTD for BENESYST		205.00		



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BENESYST, INC.				
			Remit to: MINNEAPOLIS	MN
8/8/2011	883263	186.65	FLEX ADMINISTRATIVE SVCS-AUG11	186.65
8/22/2011	883403	191.38	FLEX ADMIN. SVC-HR	191.38
Vendor Total		378.03		
FYTD for BENESYST, INC.		1,224.53		
BERTUMEN, MARIO				
			Remit to: MORENO VALLEY	CA
8/22/2011	209167	62.00	REFUND-SALSA CLASS	62.00
Vendor Total		62.00		
FYTD for BERTUMEN, MARIO		62.00		
BICKMORE RISK SERVICES & CONSULTING				
			Remit to: SACRAMENTO	CA
8/8/2011	208985	6,500.00	GEN. LIABILITY ACTUARIAL STUDY	3,250.00
			WORKER'S COMP. ACTUARIAL STUDY	3,250.00
Vendor Total		6,500.00		
FYTD for BICKMORE RISK SERVICES & CONSULTING		6,500.00		
BIO-TOX LABORATORIES				
			Remit to: RIVERSIDE	CA
8/8/2011	208986	11,611.67	TOXICOLOGY TESTING-PD	1,499.70
			TOXICOLOGY TESTING SVCS-PD	34.23
			TOXICOLOGY TESTING SVCS-PD	2,897.54
			TOXICOLOGY TESTING SVCS-PD	7,180.20
8/8/2011	209070	3,320.90	TOXICOLOGY TESTING SVCS-PD	3,320.90
Vendor Total		14,932.57		
FYTD for BIO-TOX LABORATORIES		16,488.46		
BRAUN BLAISING MCLAUGHLIN				
			Remit to: SACRAMENTO	CA
8/15/2011	209077	1,348.44	LEGAL SVCS-MVU	369.00
			LEGAL SVCS-MVU	467.04
			LEGAL SVCS-MVU	512.40
Vendor Total		1,348.44		
FYTD for BRAUN BLAISING MCLAUGHLIN		1,348.44		



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BREEMS, ASHLEY				
8/1/2011	208892	20.00	Remit to: MORENO VALLEY CA REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BREEMS, ASHLEY		20.00		
BREITKREUZ, THOMAS F.				
8/8/2011	208987	807.27	Remit to: REDLANDS CA RETIREE MED APR-JUN 11 , PD AU	807.27
Vendor Total		807.27		
FYTD for BREITKREUZ, THOMAS F.		807.27		



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BRODART CO.			<u>Remit to:</u> WILLIAMSPORT	PA
8/8/2011	883265	5,021.64		
			MISC BOOKS-LIBRARY	40.76
			MISC BOOKS-LIBRARY	213.11
			MISC BOOKS-LIBRARY	20.12
			MISC BOOKS-LIBRARY	124.37
			MISC BOOKS-LIBRARY	84.85
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	138.22
			MISC BOOKS-LIBRARY	495.64
			MISC BOOKS-LIBRARY	100.09
			MISC BOOKS-LIBRARY	107.52
			MISC BOOKS-LIBRARY	111.18
			MISC BOOKS-LIBRARY	51.09
			MISC BOOKS-LIBRARY	423.49
			MISC BOOKS-LIBRARY	48.67
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	41.98
			MISC BOOKS-LIBRARY	120.03
			MISC BOOKS-LIBRARY	113.98
			MISC BOOKS-LIBRARY	17.09
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	40.17
			MISC BOOKS-LIBRARY	57.70
			MISC BOOKS-LIBRARY	53.15
			MISC BOOKS-LIBRARY	43.23
			MISC BOOKS-LIBRARY	65.84
			MISC BOOKS-LIBRARY	43.23
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	156.54
			MISC BOOKS-LIBRARY	267.33
			MISC BOOKS-LIBRARY	116.61
			MISC BOOKS-LIBRARY	194.96
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	21.18
			MISC BOOKS-LIBRARY	30.03
			MISC BOOKS-LIBRARY	41.58
			MISC BOOKS-LIBRARY	102.56
			MISC BOOKS-LIBRARY	21.82
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	66.63
			MISC BOOKS-LIBRARY	39.79
			MISC BOOKS-LIBRARY	29.11
			MISC BOOKS-LIBRARY	128.45
			MISC BOOKS-LIBRARY	41.47
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	32.78
			MISC BOOKS-LIBRARY	42.79
			MISC BOOKS-LIBRARY	23.00
			MISC BOOKS-LIBRARY	141.47



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			MISC BOOKS-LIBRARY	45.80
			MISC BOOKS-LIBRARY	73.30
			MISC BOOKS-LIBRARY	118.13
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	58.65
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	21.09
			MISC BOOKS-LIBRARY	111.90
			MISC BOOKS-LIBRARY	21.18
			MISC BOOKS-LIBRARY	57.97
			MISC BOOKS-LIBRARY	15.95
			MISC BOOKS-LIBRARY	40.39
			MISC BOOKS-LIBRARY	58.02
			MISC BOOKS-LIBRARY	36.83
8/15/2011	883357	369.27		
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	27.42
			MISC BOOKS-LIBRARY	20.18
			MISC BOOKS-LIBRARY	86.43
			MISC BOOKS-LIBRARY	30.06
			MISC BOOKS-LIBRARY	42.53
			MISC BOOKS-LIBRARY	22.40
			MISC BOOKS-LIBRARY	74.92
			MISC BOOKS-LIBRARY	42.76
8/22/2011	883404	898.55		
			MISC BOOKS-LIBRARY	57.97
			MISC BOOKS-LIBRARY	170.74
			MISC BOOKS-LIBRARY	48.93
			MISC BOOKS-LIBRARY	21.20
			MISC BOOKS-LIBRARY	80.60
			MISC BOOKS-LIBRARY	207.61
			MISC BOOKS-LIBRARY	27.19
			MISC BOOKS-LIBRARY	24.53
			MISC BOOKS-LIBRARY	105.48
			MISC BOOKS-LIBRARY	23.62
			MISC BOOKS-LIBRARY	24.50
			MISC BOOKS-LIBRARY	26.40
			MISC BOOKS-LIBRARY	57.97
			MISC BOOKS-LIBRARY	21.81
8/29/2011	883440	615.07		
			MISC BOOKS-LIBRARY	21.80
			MISC BOOKS-LIBRARY	43.73
			MISC BOOKS-LIBRARY	60.20
			MISC BOOKS-LIBRARY	30.03
			MISC BOOKS-LIBRARY	22.38
			MISC BOOKS-LIBRARY	27.19
			MISC BOOKS-LIBRARY	39.22
			MISC BOOKS-LIBRARY	176.16
			MISC BOOKS-LIBRARY	194.36
Vendor Total		6,904.53		
FYTD for BRODART CO.		8,453.34		



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BUCKINGHAM, STAN				
			<u>Remit to:</u> TEMECULA CA	
8/8/2011	208988	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		637.46		
BUJANDA, TIM				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209168	150.00		
			REFUND-SOFTBALL CHAMP FEE	150.00
Vendor Total		150.00		
FYTD for BUJANDA, TIM		150.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
			<u>Remit to:</u> LOS ANGELES CA	
8/22/2011	883405	1,763.50		
			LEGAL SVCS	1,738.50
			LEGAL SVCS	25.00
Vendor Total		1,763.50		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		68,186.43		
BWI - BOOK WHOLESALERS, INC.				
			<u>Remit to:</u> MCHENRY IL	
8/8/2011	208989	567.26		
			MISC BOOKS-LIBRARY	4.94
			MISC BOOKS-LIBRARY	13.05
			MISC BOOKS-LIBRARY	341.39
			MISC BOOKS-LIBRARY	15.28
			MISC BOOKS-LIBRARY	28.60
			MISC BOOKS-LIBRARY	33.41
			MISC BOOKS-LIBRARY	56.53
			MISC BOOKS-LIBRARY	14.48
			MISC BOOKS-LIBRARY	13.11
			MISC BOOKS-LIBRARY	46.47
8/8/2011	208990	1,047.45		
			MISC BOOKS-LIBRARY	11.97
			MISC BOOKS-LIBRARY	683.19
			MISC BOOKS-LIBRARY	279.69
			MISC BOOKS-LIBRARY	85.57
			CREDIT FOR RETURNED BOOKS	-12.97
Vendor Total		1,614.71		
FYTD for BWI - BOOK WHOLESALERS, INC.		4,450.34		
BY, NETRA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209169	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BY, NETRA		20.00		



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CAIN, GREGORY				
			Remit to: TAMPA	FL
8/8/2011	883267	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		637.46		
CALIFORNIA TRANSCRIPTION, LLC				
			Remit to: RIVERSIDE	CA
8/15/2011	883358	752.63		
			TRANSCRIPTION SVCS-PLANNING	253.26
			TRANSCRIPTION SVCS-PLANNING	324.49
			TRANSCRIPTION SVCS-PLANNING	174.88
Vendor Total		752.63		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		752.63		
CALMAX CONSTRUCTORS, INC				
			Remit to: PERRIS	CA
8/29/2011	209253	3,953.25		
			REMODO/CONSTR.-12108 CAMBRIDGE	3,953.25
Vendor Total		3,953.25		
FYTD for CALMAX CONSTRUCTORS, INC		3,953.25		
CANNON, ANA M.				
			Remit to: HASLET	TX
8/8/2011	883268	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		637.46		
CANON BUSINESS SOLUTIONS, INC.				
			Remit to: BURLINGTON	NJ
8/1/2011	883227	7,187.81		
			COPIER SVCS	6,667.48
			COPIER SVCS	3.34
			COPIER SVCS	516.99
Vendor Total		7,187.81		
FYTD for CANON BUSINESS SOLUTIONS, INC.		7,187.81		
CANON FINANCIAL SERVICES, INC.				
			Remit to: CHICAGO	IL
8/15/2011	209078	6,648.51		
			COPIER AGREEMENT	6,648.51
Vendor Total		6,648.51		
FYTD for CANON FINANCIAL SERVICES, INC.		14,239.19		



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CARE ANIMAL HOSPITAL				
			<u>Remit to:</u> TEMECULA	CA
8/8/2011	208991	263.50	WELLNESS EXAM FOR PD K-9	263.50
Vendor Total		263.50		
FYTD for CARE ANIMAL HOSPITAL		263.50		
CARTER, ROSALYN				
			<u>Remit to:</u> MORENO VALLEY	CA
8/8/2011	883269	318.73	RETIREE MED JUL '11, PD AUG '1	318.73
Vendor Total		318.73		
FYTD for CARTER, ROSALYN		637.46		
CARTER, TOM				
			<u>Remit to:</u> REDONDO BEACH	CA
8/8/2011	208992	22,768.59	ATTY & LITGTN COSTS-C. DILLARD	22,768.59
Vendor Total		22,768.59		
FYTD for CARTER, TOM		22,768.59		
CASA FOR RIVERSIDE COUNTY, INC.				
			<u>Remit to:</u> INDIO	CA
8/15/2011	883359	0.00	COURT SPECIAL ADVOCATES PRGRM VOIDED CHECK #883359 - 8/30/11	1,967.37 -1,967.37
8/24/2011	883434	5,880.27	SPCL ADVOCATES PRGM-CDBG	910.32
			SPCL ADVOCATES PRGM-CDBG	1,104.62
			SPCL ADVOCATES PRGM-CDBG	1,138.87
			SPCL ADVOCATES PRGM-CDBG	759.09
			SPCL ADVOCATES PRGM-CDBG	426.03
			SPCL ADVOCATES PRGM-CDBG	1,541.34
Vendor Total		5,880.27		
FYTD for CASA FOR RIVERSIDE COUNTY, INC.		5,880.27		
CASTRO, JOSHUA				
			<u>Remit to:</u> MORENO VALLEY	CA
8/15/2011	209079	60.00	SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	40.00
8/22/2011	209170	20.00	SPORTS OFFICIATING SVCS	20.00
Vendor Total		80.00		
FYTD for CASTRO, JOSHUA		80.00		



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CATHOLIC CHARITIES				
			<u>Remit to:</u> SAN BERNARDINO	CA
8/1/2011	208893	11,654.97		
			RNTL ASSISTANCE-HPR PROGRAM	5,096.52
			RNTL ASSISTANCE-HPR PROGRAM	4,848.69
			RNTL ARREARS-HPR PROGRAM	1,709.76
	Vendor Total	11,654.97		
FYTD for CATHOLIC CHARITIES		11,654.97		
CEMEX				
			<u>Remit to:</u> ONTARIO	CA
8/22/2011	209171	1,026.09		
			PORTLAND CEMENT-MAINT/OPS	385.58
			PORTLAND CEMENT-MAINT/OPS	340.88
			PORTLAND CEMENT-MAINT/OPS	299.63
	Vendor Total	1,026.09		
FYTD for CEMEX		1,312.58		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				
			<u>Remit to:</u> RIVERSIDE	CA
8/8/2011	208993	529.00		
			PRE EMPLOYMENT PHYSICALS	529.00
	Vendor Total	529.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS		529.00		
CHANCY, CHIZURU				
			<u>Remit to:</u> MORENO VALLEY	CA
8/8/2011	208994	390.60		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	15.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	60.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	45.00
			INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
			INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
			INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
	Vendor Total	390.60		
FYTD for CHANCY, CHIZURU		390.60		
CHANDLER ASSET MANAGEMENT, INC				
			<u>Remit to:</u> SAN DIEGO	CA
8/29/2011	883441	8,968.00		
			FIXED INCOME INVESTMENT MGMT	8,968.00
	Vendor Total	8,968.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		17,910.00		
CHAPMAN, STEVE				
			<u>Remit to:</u> REDLANDS	CA
8/8/2011	208995	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for CHAPMAN, STEVE		637.46		



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CHAPPELL, ISAAC				
8/8/2011	883270	318.73	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		637.46		
CHEN, YANTING				
8/29/2011	209254	57.00	Remit to: MORENO VALLEY CA REFUND-LEADERSHP ACAD CLASS	57.00
Vendor Total		57.00		
FYTD for CHEN, YANTING		57.00		
CHRISTIAN, OWEN				
8/8/2011	883271	229.88	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for CHRISTIAN, OWEN		459.76		



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CINTAS CORPORATION				
			Remit to: ONTARIO	CA
8/1/2011	883228	52.88		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-FACILITIES	12.40
			UNIFORM RNTL SVC-FACILITIES	12.40
			UNIFORM RNTL SVC-FACILITIES	12.40
8/8/2011	883272	674.72		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	54.33
			UNIFORM RNTL SVC-PARK MAINT	52.53
			UNIFORM RNTL SVC-CFD #1	11.13
			UNIFORM RNTL SVC-CFD #1	11.13
			UNIFORM RNTL SVC-FACILITIES	12.40
			UNIFORM RNTL SVC-MAINT & OPS	29.20
			UNIFORM RNTL SVC-MAINT & OPS	29.20
			UNIFORM RNTL SVC-MAINT & OPS	29.20
			UNIFORM RNTL SVC-MAINT & OPS	30.20
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-ST MAINT	58.86
			UNIFORM RNTL SVC-ST MAINT	58.86
			UNIFORM RNTL SVC-ST MAINT	58.86
			UNIFORM RNTL SVC-ST MAINT	79.96
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-ST SWEEPING	6.92
			UNIFORM RNTL SVC-ST SWEEPING	6.92
			UNIFORM RNTL SVC-ST SWEEPING	6.92
			UNIFORM RNTL SVC-ST SWEEPING	6.92
8/15/2011	883360	249.49		
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-PARK MAINT.	2.79
			UNIFORM RNTL SVC-PARK MAINT.	78.12
			UNIFORM RNTL SVC-CFD #1	11.13
			UNIFORM RNTL SVC-FACILITIES	12.40
8/22/2011	883406	328.17		
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-FACILITIES	12.40
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-SIGN/STRIPING	16.19
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-TRAFFIC SGNL	12.82
			UNIFORM RNTL SVC-VEHICLE MAINT	30.20
			UNIFORM RNTL SVC-VEHICLE MAINT	30.20
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-TREE MAINT	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-CONCRTE MAINT	9.58
			UNIFORM RNTL SVC-ST MAINT	58.96
			UNIFORM RNTL SVC-ST MAINT	58.96
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-DRAIN MAINT	3.46
			UNIFORM RNTL SVC-ST SWEEPING	6.92
			UNIFORM RNTL SVC-ST SWEEPING	6.92
8/29/2011	883442	147.99		
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PARK MAINT	2.79
			UNIFORM RNTL SVC-PARK MAINT	52.53
			UNIFORM RNTL SVC-PARK MAINT	52.53
			UNIFORM RNTL SVC-CFD #1	11.13
			UNIFORM RNTL SVC-CFD #1	13.33
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			UNIFORM RNTL SVC-PURCHASING	3.92
			Vendor Total	1,453.25
			FYTD for CINTAS CORPORATION	2,040.09
CITY OF MORENO VALLEY VEBA TRUST			Remit to: MORENO VALLEY CA	
8/15/2011	883361	4,362.50	EXEMPT VEBA	4,362.50
			Vendor Total	4,362.50
			FYTD for CITY OF MORENO VALLEY VEBA TRUST	8,837.50



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CLARK, GERALD				
			Remit to: MORENO VALLEY	CA
8/8/2011	208996	9.95	REFUND-LOST BOOK FEES	9.95
Vendor Total		9.95		
FYTD for CLARK, GERALD		9.95		
CLARK, RONALD L				
			Remit to: COLTON	CA
8/1/2011	208894	407.50	REFUND-CITATION OVRPMT	407.50
Vendor Total		407.50		
FYTD for CLARK, RONALD L		407.50		
COLGAN CONSULTING CORPORATION				
			Remit to: SACRAMENTO	CA
8/1/2011	208895	5,670.00	CONSULTANT SVCS-DIF STUDY	5,670.00
Vendor Total		5,670.00		
FYTD for COLGAN CONSULTING CORPORATION		5,670.00		
COLONIAL SUPPLEMENTAL INSURANCE				
			Remit to: COLUMBIA	SC
8/1/2011	208896	6,408.71	SUPPLEMENTAL INSURANCE	6,408.71
Vendor Total		6,408.71		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		13,343.95		
COMMUNITY ASSISTANCE PROGRAM - CAP				
			Remit to: MORENO VALLEY	CA
8/15/2011	883362	11,165.49	CDBG SVCS-FOOD BANK PRGRM	1,164.96
			CDBG SVCS-FOOD BANK PRGRM	2,606.02
			CDBG SVCS-FOOD BANK PRGRM	2,496.29
			CDBG SVCS-FOOD BANK PRGRM	2,324.99
			CDBG SVCS-FOOD BANK PRGRM	2,573.23
Vendor Total		11,165.49		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		11,165.49		
COMMUNITY HEALTH CHARITIES				
			Remit to: ANAHEIM	CA
8/1/2011	208897	176.31	CHC CONTRIBUTIONS	176.31
8/15/2011	209080	176.31	CHC CONTRIBUTIONS	176.31
8/29/2011	209255	176.31	CHC CONTRIBUTIONS	176.31
Vendor Total		528.93		
FYTD for COMMUNITY HEALTH CHARITIES		886.55		



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COMPETITIVE STRIDE				
			<u>Remit to:</u> RIVERSIDE CA	
8/22/2011	209172	510.52	YOUTH/ADULT SPORT AWARDS	510.52
Vendor Total		510.52		
FYTD for COMPETITIVE STRIDE		510.52		
CONTRERAS, BIANCA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209081	35.00	SPORTS OFFICIATING SVCS	35.00
Vendor Total		35.00		
FYTD for CONTRERAS, BIANCA		87.50		
CONTRERAS, JOSE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209082	35.00	SPORTS OFFICIATING SVCS	35.00
8/22/2011	209173	105.00	SPORTS OFFICIATING SVCS	105.00
8/29/2011	209256	105.00	SPORTS OFFICIATING SVCS	105.00
Vendor Total		245.00		
FYTD for CONTRERAS, JOSE		420.00		
CORNEJO, CHRISTIAN				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209174	37.00	REFUND-RENTAL DEPOSIT	37.00
Vendor Total		37.00		
FYTD for CORNEJO, CHRISTIAN		37.00		
COSEY JR., JAMES				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208898	99.00	INSTRUCTOR SVCS-KEMPO CLASS	99.00
Vendor Total		99.00		
FYTD for COSEY JR., JAMES		99.00		



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COSTCO				
			Remit to: MORENO VALLEY	CA
8/1/2011	208899	539.63	MISC SUPPLIES-CHILDS PLACE	539.63
8/15/2011	209083	1,735.36	MISC SUPPLIES-A CHILDS PLACE	1,346.70
			MISC SUPPLIES-SKATE PARK	388.66
8/22/2011	209175	748.04	MISC SUPPLIES-SKATE PRK	748.04
Vendor Total		3,023.03		
FYTD for COSTCO		4,757.11		
COUNTRY SQUIRE ESTATES				
			Remit to: ONTARIO	CA
8/8/2011	208997	63.78	REFUND-UUT USER TAXES	63.78
Vendor Total		63.78		
FYTD for COUNTRY SQUIRE ESTATES		127.90		
COUNTY OF RIVERSIDE - RMAP				
			Remit to: RIVERSIDE	CA
8/22/2011	209176	42.70	RECORDATION REQUESTS-LAND DEV	42.70
Vendor Total		42.70		
FYTD for COUNTY OF RIVERSIDE - RMAP		85.40		
COUNTY OF RIVERSIDE AUDITOR				
			Remit to: RIVERSIDE	CA
8/15/2011	209084	23,365.78	PARKING CONTROL FEES	22,277.78
			PARKING CONTROL FEES	1,088.00
Vendor Total		23,365.78		
FYTD for COUNTY OF RIVERSIDE AUDITOR		76,411.91		
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER				
			Remit to: RIVERSIDE	CA
8/8/2011	208998	13,768.35	FY 12 LAFCO FEES	13,768.35
Vendor Total		13,768.35		
FYTD for COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER		13,768.35		
COVENTRY PET RESORT				
			Remit to: REDLANDS	CA
8/8/2011	883273	109.29	MISC K-9 FOOD SUPPLIES-POLICE	109.29
Vendor Total		109.29		
FYTD for COVENTRY PET RESORT		219.60		



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CPRS DISTRICT 11				
8/29/2011	209257	50.00	Remit to: PROM. ADAPTIVE CHANGE SEMINAR	50.00
Vendor Total		50.00		
FYTD for CPRS DISTRICT 11		50.00		
CREATIVE CARE INC.				
8/29/2011	209258	75.00	Remit to: MORENO VALLEY CA REFUND-RENTAL DEPOSIT	75.00
Vendor Total		75.00		
FYTD for CREATIVE CARE INC.		75.00		
D & D SERVICES DBA D & D DISPOSAL, INC.				
8/22/2011	209177	745.00	Remit to: VALENCIA CA DECEASED ANIMAL REMOVAL	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		1,490.00		
D L LONG LANDSCAPING, INC				
8/8/2011	209000	25.00	Remit to: CHINO CA REFUND-BUS LIC OVERPAYMENT	25.00
Vendor Total		25.00		
FYTD for D L LONG LANDSCAPING, INC		25.00		
D/D SVCS INC.				
8/8/2011	209001	86.00	Remit to: LOS ANGELES CA REFUND-CITATION FEE	86.00
Vendor Total		86.00		
FYTD for D/D SVCS INC.		86.00		
DALE, KATHLEEN				
8/8/2011	883274	318.73	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for DALE, KATHLEEN		637.46		
DAMWISK, GRACE				
8/15/2011	209085	95.00	Remit to: COSTA MESA CA REFUND-RABIES/SN DEPOSIT REFUND-RABIES/SN DEPOSIT	20.00 75.00
Vendor Total		95.00		
FYTD for DAMWISK, GRACE		95.00		



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DATA TICKET, INC.				
			<u>Remit to:</u> NEWPORT BEACH CA	
8/1/2011	883230	14,210.09		
			CITATION PRCSSNG SVCS-ANML SVC	235.31
			CITATION PRCSSNG SVCS-CODE	4,920.56
			CITATION PRCSSNG SVCS-CODE	9,054.22
8/8/2011	883275	14,225.50		
			CITATION PRCSSNG SVCS-B&S	470.70
			CITATION PRCSSNG-PD	2,767.85
			CITATION PRCSSNG SVCS-CODE	3,786.39
			CITATION PRCSSNG SVCS-CODE	3,095.04
			CITATION PRCSSNG SVCS-CODE	1,429.77
			CITATION PRCSSNG SVCS-CODE	837.00
			CITATION PRCSSNG SVCS-CODE	1,838.75
Vendor Total		28,435.59		
FYTD for DATA TICKET, INC.		60,670.87		
DAVID EVANS & ASSOCIATES, INC.				
			<u>Remit to:</u> ONTARIO CA	
8/8/2011	209002	1,296.26		
			SUNNYMD BLVD REVIT PROJ SVCS	1,296.26
Vendor Total		1,296.26		
FYTD for DAVID EVANS & ASSOCIATES, INC.		1,296.26		
DAVID KNUDSON				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209178	150.00		
			PER DIEM-POST MGMT DEV. TRNG	150.00
Vendor Total		150.00		
FYTD for DAVID KNUDSON		150.00		
DE FORREST, LISA				
			<u>Remit to:</u> RIVERSIDE CA	
8/1/2011	208900	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for DE FORREST, LISA		20.00		
DELPHIN, JULIETTE				
			<u>Remit to:</u> COLTON CA	
8/1/2011	208901	25.00		
			REFUND-CITATION COURT FEE	25.00
Vendor Total		25.00		
FYTD for DELPHIN, JULIETTE		25.00		
DELTA DENTAL				
			<u>Remit to:</u> SAN FRANCISCO CA	
8/15/2011	209086	10,712.77		
			EMPLOYEE DENTAL INSURANCE	10,712.77
Vendor Total		10,712.77		
FYTD for DELTA DENTAL		21,425.54		



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DELTACARE USA				
			<u>Remit to:</u> LOS ANGELES	CA
8/15/2011	209087	5,642.53		
			EMPLOYEE DENTAL INSURANCE	5,642.53
Vendor Total		5,642.53		
FYTD for DELTACARE USA		17,256.32		
DENNIS GRUBB & ASSOCIATES, LLC				
			<u>Remit to:</u> MIRA LOMA	CA
8/8/2011	883276	7,835.00		
			PLAN REVIEW SVCS-FIRE SVCS	6,925.00
			PLAN REVIEW SVCS-FIRE SVCS	910.00
8/22/2011	883407	3,280.00		
			PLAN REVIEW SVCS-FIRE SVCS	3,280.00
Vendor Total		11,115.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		15,005.00		
DEPARTMENT OF INDUSTRIAL RELATIONS				
			<u>Remit to:</u> SAN FRANCISCO	CA
8/29/2011	209259	450.00		
			ELEVATOR INSPECTION FEE-EOC	225.00
			ELEVATOR INSPECTION FEE-C HALL	225.00
Vendor Total		450.00		
FYTD for DEPARTMENT OF INDUSTRIAL RELATIONS		450.00		
DESIGN WORKS				
			<u>Remit to:</u> SAN JACINTO	CA
8/15/2011	209088	14.81		
			SPORTS UNIFORMS-YOUTH/ADULT	14.81
8/22/2011	209179	299.54		
			YOUTH/ADULT SPORT UNIFORMS	299.54
Vendor Total		314.35		
FYTD for DESIGN WORKS		4,650.23		
DICKERSON, FONZO				
			<u>Remit to:</u> MORENO VALLEY	CA
8/1/2011	208902	50.00		
			REFUND-TRAP RNTL DEPOSIT	50.00
Vendor Total		50.00		
FYTD for DICKERSON, FONZO		50.00		



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DLS LANDSCAPE, INC				
			<u>Remit to:</u> REDLANDS	CA
8/1/2011	883231	15,021.00		
			LANDSCAPE MAINT-CFD #1	2,903.00
			LANDSCAPE MAINT-ZONE A	12,118.00
8/15/2011	883363	11,475.00		
			LANDSCAPE MAINT-ZONE A	9,423.00
			LANDSCAPE MAINT-CFD #1	2,052.00
Vendor Total		26,496.00		
FYTD for DLS LANDSCAPE, INC		26,496.00		
DLT SOLUTIONS, INC.				
			<u>Remit to:</u> HERNDON	VA
8/30/2011	883459	12,626.82		
			AUTOCAD 2012 R/N 97010125NR1	1,282.56
			AUTOCAD LT2012 R/N 97010119NR1	926.30
			AUTOCAD RASTER R/N 97010160NR1	494.02
			AUTOCAD CIVIL R/N 97010433NR1	9,452.90
			SALES TAX	471.04
Vendor Total		12,626.82		
FYTD for DLT SOLUTIONS, INC.		12,626.82		
DMC DESIGN GROUP, INC				
			<u>Remit to:</u> CORONA	CA
8/8/2011	209003	10,041.90		
			STORM DRAIN/ST. IMPRV-TOWNSITE	10,041.90
Vendor Total		10,041.90		
FYTD for DMC DESIGN GROUP, INC		57,352.14		
DORY, ALLEEN F.				
			<u>Remit to:</u> HEMET	CA
8/8/2011	209004	229.88		
			RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for DORY, ALLEEN F.		459.76		
DURAN, BLANCA				
			<u>Remit to:</u> MORENO VALLEY	CA
8/1/2011	208903	210.00		
			INSTRUCTOR SVCS-FOLKLORIC DNC	210.00
Vendor Total		210.00		
FYTD for DURAN, BLANCA		399.00		
DURELL, BARBARA				
			<u>Remit to:</u> ANAHEIM	CA
8/15/2011	209090	95.00		
			REFUND-RAB & SN DEPOSIT	20.00
			REFUND-RAB & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for DURELL, BARBARA		95.00		



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E.R. BLOCK PLUMBING & HEATING, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
8/1/2011	208904	3,351.71		
			REPLACED TWO BACKFLOWS-LIBRARY	3,351.71
8/8/2011	209005	872.10		
			PLUMBING REPAIRS-CRC	40.00
			BACKFLOW MATERIAL-DSG1 T20120	598.24
			LABOR	187.50
			CALIF SALES TAX	46.36
8/15/2011	209091	200.00		
			BACKFLOW TESTING-FIRE STN 58	20.00
			BACKFLOW TESTING-ZONE D	180.00
8/22/2011	209248	200.00		
			BACKFLOW TESTING-ZONE D	60.00
			BACKFLOW TESTING-ZONE E-2	40.00
			BACKFLOW TESTING-ZONE E-12	20.00
			BACKFLOW TESTING-ZONE E-16	40.00
			BACKFLOW TESTING-ZONE E-14	20.00
			BACKFLOW TESTING -ZONE M	20.00
Vendor Total		4,623.81		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		8,216.15		
EASTERN MUNICIPAL WATER DISTRICT				
			<u>Remit to:</u> PERRIS	CA
8/29/2011	209260	19,787.86		
			WATER CHARGES	158.55
			WATER CHARGES	428.36
			WATER CHARGES	6,103.81
			WATER CHARGES	1,792.38
			WATER CHARGES	25.48
			WATER CHARGES	9,193.72
			WATER CHARGES	1,056.75
			WATER CHARGES	502.22
			WATER CHARGES	147.61
			WATER CHARGES	225.14
			WATER CHARGES	65.25
			WATER CHARGES	88.59
Vendor Total		19,787.86		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		342,357.84		
EDGELANE MOBILE PARK				
			<u>Remit to:</u> LOS ANGELES	CA
8/8/2011	883277	37.29		
			REFUND-UUT USER TAXES	37.29
Vendor Total		37.29		
FYTD for EDGELANE MOBILE PARK		72.47		



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EDMONDSON, JASON				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208905	120.00	PER DIEM-CANN. IMP DRIVING TRN	120.00
Vendor Total		120.00		
FYTD for EDMONDSON, JASON		120.00		
EGGERSTEN, ANNE				
			<u>Remit to:</u> RANCHO MIRAGE CA	
8/8/2011	209007	325.66	RETIREE MED AUG '11	325.66
Vendor Total		325.66		
FYTD for EGGERSTEN, ANNE		651.32		
EMERY, ROBERT				
			<u>Remit to:</u> NORCO CA	
8/1/2011	208906	57.50	REFUND-VIOLATION DISMISSED	57.50
Vendor Total		57.50		
FYTD for EMERY, ROBERT		57.50		
EMPIRE MOWER				
			<u>Remit to:</u> MORENO VALLEY CA	
8/29/2011	209261	115.73	EQUIPMENT REPAIRS-CFD #1	115.73
Vendor Total		115.73		
FYTD for EMPIRE MOWER		1,221.58		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			<u>Remit to:</u> ANAHEIM CA	
8/22/2011	883409	1,250.00	CABINET LEASE-IRIS	6.47
			CABINET LEASE-IRIS	1,243.53
8/24/2011	883435	1,250.00	CABINET LEASE-IRIS	11.95
			CABINET LEASE-IRIS	1,238.05
8/29/2011	883444	1,896.00	METER FEES-SOLAR CUST INSTALL	474.00
			METER FEES-SOLAR CUST INSTALL	474.00
			METER FEES-SOLAR CUST INSTALL	474.00
			METER FEES-SOLAR CUST INSTALL	474.00
Vendor Total		4,396.00		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		653,789.05		
ESKEL/PORTER CONSULTING, INC.				
			<u>Remit to:</u> SACRAMENTO CA	
8/1/2011	883233	3,135.00	CONSULTANT SVCS-TECH SVCS	3,135.00
Vendor Total		3,135.00		
FYTD for ESKEL/PORTER CONSULTING, INC.		3,135.00		



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ESTRADA, MARIA S.				
			Remit to: MORENO VALLEY	CA
8/22/2011	209181	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for ESTRADA, MARIA S.		20.00		
EVANS ENGRAVING & AWARDS				
			Remit to: MORENO VALLEY	CA
8/1/2011	883234	57.63	ENGRAVING SVCS-EMERGENCY MGMT	28.00
			BRASS PLATE	25.00
			CALIF SALES TAX	4.63
8/8/2011	883279	15.08	NAMEPLATE FOR ASST CITY MGR	14.00
			CA SALES TAX	1.08
8/15/2011	883364	109.91	NAMEPLATES/BADGES-COMMISSIONS	43.10
			NAMEPLATES/BADGES-COMMISSIONS	12.93
			NAMEPLATES/BADGES-COMMISSIONS	53.88
8/29/2011	883445	12.93	NAMEPLATES/BADGES-COMMISSIONS	12.00
			CALIF SALES TAX	0.93
Vendor Total		195.55		
FYTD for EVANS ENGRAVING & AWARDS		256.45		
EVANS RECREATIONAL INSTALLATION INC.				
			Remit to: LAS VEGAS	NV
8/8/2011	209008	2,260.28	PARK REPAIRS	2,260.28
8/22/2011	209182	11,000.00	EMERGENCY TOT LOT REPAIRS	5,000.00
			TOT LOT REPAIRS-CFD#1 PARKS	3,560.48
			TOT LOT REPAIRS-CFD#1 PARKS	2,439.52
Vendor Total		13,260.28		
FYTD for EVANS RECREATIONAL INSTALLATION INC.		13,260.28		
EWING IRRIGATION PRODUCTS, INC.				
			Remit to: PHOENIX	AZ
8/29/2011	209262	1,120.30	IRRIGATION SUPPLIES-FIRE STATN	239.74
			IRRIGATION SUPPLIES-CITY HALL	89.57
			IRRIGATION PRTS/SUPPLY-AQDCT	362.26
			IRRIGATION PRTS/SUPPLY-PARKS	132.27
			IRRIGATION PRTS/SUPPLY-PARKS	229.97
			IRRIGATION PRTS/SUPPLY-PARKS	66.49
Vendor Total		1,120.30		
FYTD for EWING IRRIGATION PRODUCTS, INC.		4,061.62		



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EXCEL LANDSCAPE, INC			<u>Remit to:</u> CORONA	CA
8/1/2011	208907	2,572.34		
			LANDSCAPE MAINT-ZONE E-15	1,070.36
			LANDSCAPE MAINT-ZONE E-8	1,501.98
8/15/2011	209093	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
8/29/2011	209263	2,777.17		
			LANDSCAPE MAINT-ZONE E-7	2,777.17
Vendor Total		8,126.68		
FYTD for EXCEL LANDSCAPE, INC		16,113.89		
FAIR HOUSING COUNCIL OF RIV CO, INC.			<u>Remit to:</u> RIVERSIDE	CA
8/1/2011	883235	17,020.22		
			CDBG SVCS-MEDIATION PROGRAM	258.62
			CDBG SVCS-MEDIATION PROGRAM	2,997.92
			CDBG SVCS-MEDIATION PROGRAM	3,192.34
			CDBG SVCS-MEDIATION PROGRAM	3,305.26
			CDBG SVCS-MEDIATION PROGRAM	3,837.40
			CDBG SVCS-FRCLSR/MITIG PROGRAM	766.11
			CDBG SVCS-FRCLSR/MITIG PROGRAM	677.34
			CDBG SVCS-FRCLSR/MITIG PROGRAM	849.43
			CDBG SVCS-FRCLSR/MITIG PROGRAM	1,135.80
Vendor Total		17,020.22		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		17,020.22		
FEENSTRA, JOHN			<u>Remit to:</u> REDLANDS	CA
8/8/2011	883280	361.25		
			RETIREE MED AUG '11	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		722.50		
FIRST CHOICE SERVICES			<u>Remit to:</u> ONTARIO	CA
8/1/2011	883236	844.30		
			COFFEE SVCS-EMPLOYEE PAID	53.95
			COFFEE SVCS-EMPLOYEE PAID	36.88
			COFFEE SVCS-EMPLOYEE PAID	273.79
			COFFEE SVCS-EMPLOYEE PAID	75.82
			COFFEE SVCS-EMPLOYEE PAID	129.44
			COFFEE SVCS-EMPLOYEE PAID	167.22
			COFFEE SVCS-EMPLOYEE PAID	107.20
Vendor Total		844.30		
FYTD for FIRST CHOICE SERVICES		1,590.85		



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FITNESS 19 CA 155 11C				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208908	243.00		
			GYM MEMBERSHIP DEDUCTIONS	243.00
8/29/2011	209264	229.00		
			GYM MEMBERSHIP DEDUCTIONS	229.00
Vendor Total		472.00		
FYTD for FITNESS 19 CA 155 11C		472.00		
FLORES, VANESSA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209183	200.00		
			REFUND-RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for FLORES, VANESSA		200.00		
FOSTER, JAMES BARRY				
			<u>Remit to:</u> RIVERSIDE CA	
8/29/2011	209265	225.55		
			TRAVEL EXP.-ICSC CONFERENCE	48.05
			TRAVEL EXP.-ICSC CONFERENCE	177.50
Vendor Total		225.55		
FYTD for FOSTER, JAMES BARRY		225.55		
FOSTER, NANCY A.				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	883281	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		637.46		
FRANCHISE TAX BOARD				
			<u>Remit to:</u> RANCHO CORDOVA CA	
8/1/2011	208909	192.55		
			GARNISHMENT	192.55
8/1/2011	208910	63.14		
			GARNISHMENT	25.00
			GARNISHMENT	38.14
8/15/2011	209094	955.60		
			GARNISHMENT	25.00
			GARNISHMENT	438.44
			GARNISHMENT	25.57
			GARNISHMENT	466.59
8/15/2011	209095	113.24		
			GARNISHMENT	113.24
8/30/2011	209305	970.49		
			GARNISHMENT	970.49
Vendor Total		2,295.02		
FYTD for FRANCHISE TAX BOARD		2,715.60		



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FRANCO, MARIA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/29/2011	209266	200.00		
			REFUND-RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for FRANCO, MARIA		200.00		
FRAZEE INDUSTRIES, INC				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209184	2,229.12		
			TRAFFIC PAINT-SIGN/STRIPING	2,229.12
Vendor Total		2,229.12		
FYTD for FRAZEE INDUSTRIES, INC		4,478.88		
FRESQUEZ, JOHN				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209096	0.00		
			SPORTS OFFICIATING SVCS-SFTBLL	60.00
			SECURITY SVCS-CONF & REC CTR	306.80
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
			VOIDED CHECK #209096 - 8/22/11	-60.00
			VOIDED CHECK #209096 - 8/22/11	-306.80
			VOIDED CHECK #209096 - 8/22/11	-80.00
			VOIDED CHECK #209096 - 8/22/11	-60.00
			VOIDED CHECK #209096 - 8/22/11	-80.00
			VOIDED CHECK #209096 - 8/22/11	-60.00
8/22/2011	209185	480.00		
			SPORTS OFFICIATING SVCS-SFTBLL	60.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
8/29/2011	209267	60.00		
			SPORTS OFFICIATING SVCS	60.00
Vendor Total		540.00		
FYTD for FRESQUEZ, JOHN		680.00		
FRIENDS OF THE MV SENIOR CENTER				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	883365	10,000.00		
			SENIOR VAN TRANSPORTATION	10,000.00
Vendor Total		10,000.00		
FYTD for FRIENDS OF THE MV SENIOR CENTER		10,000.00		



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GALLS INC., INLAND UNIFORM				
			Remit to: RIVERSIDE	CA
8/8/2011	209009	524.08	UNIFORMS-PD	524.08
8/22/2011	209186	848.53	UNIFORMS-POLICE TRAFFIC	848.53
Vendor Total		1,372.61		
FYTD for GALLS INC., INLAND UNIFORM		1,969.95		
GARDNER COMPANY, INC.				
			Remit to: MURRIETA	CA
8/8/2011	209010	12,900.00	REPLACE A/C#2 COMPRESSOR-PSB	12,900.00
Vendor Total		12,900.00		
FYTD for GARDNER COMPANY, INC.		12,900.00		
GASTON, RICHARD				
			Remit to: MORENO VALLEY	CA
8/8/2011	883282	174.30	RETIREE MED AUG '11	174.30
Vendor Total		174.30		
FYTD for GASTON, RICHARD		348.60		



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GENERAL SECURITY SERVICES, INC.			Remit to: WILMINGTON	CA
8/1/2011	883237	556.09		
			SECURITY SVCS-UTILITY ANNEX	279.97
			SECURITY SVCS-TOWNGATE RENTALS	153.40
			SECURITY SVCS-TOWNGATE RENTALS	122.72
8/8/2011	883283	1,764.10		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	437.19
			SECURITY SVCS-CRC	437.19
			SECURITY SVCS-TOWNGATE RENTALS	92.04
			SECURITY SVCS-CRC	368.16
8/22/2011	883410	2,331.68		
			SECURITY SVCS-CONF & REC CTR	322.14
			SECURITY SVCS-TOWNGATE CTR	199.42
			SECURITY SVCS-TOWNGATE CTR	184.08
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	230.10
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
8/29/2011	883446	279.96		
			SECURITY SVCS-MVU ANNEX	279.96
Vendor Total		4,931.83		
FYTD for GENERAL SECURITY SERVICES, INC.		8,966.25		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP			Remit to: LOS ANGELES	CA
8/1/2011	883238	22,976.34		
			LEGAL SVCS	14,347.93
			LEGAL SVCS	716.45
			LEGAL SVCS	6,590.96
			LEGAL SVCS	948.50
			LEGAL SVCS	372.50
8/8/2011	883284	734.78		
			LEGAL SVCS	92.50
			LEGAL SVCS	586.78
			LEGAL SVCS	55.50
8/22/2011	883411	1,517.08		
			LEGAL SVCS	1,517.08
Vendor Total		25,228.20		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		32,480.70		



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GLOBALSTAR USA, LLC				
			Remit to: LOS ANGELES	CA
8/22/2011	209187	647.36		
			SATELLITE INTERNET RENEWAL-PD	647.36
Vendor Total		647.36		
FYTD for GLOBALSTAR USA, LLC		647.36		
GOD'S HELPING HAND				
			Remit to: MENIFEE	CA
8/15/2011	883366	3,750.00		
			CDBG SVCS-FOOD BANK PRGRM	750.00
			CDBG SVCS-FOOD BANK PRGRM	750.00
			CDBG SVCS-FOOD BANK PRGRM	750.00
			CDBG SVCS-FOOD BANK PRGRM	750.00
			CDBG SVCS-FOOD BANK PRGRM	750.00
Vendor Total		3,750.00		
FYTD for GOD'S HELPING HAND		3,750.00		
GONG ENTERPRISES, INC.				
			Remit to: HUNTINGTON BEACH	CA
8/1/2011	208911	60.00		
			CONSULTANT PLAN CK SVCS	60.00
Vendor Total		60.00		
FYTD for GONG ENTERPRISES, INC.		60.00		
GONZALES, DOMILENA R.				
			Remit to: MORENO VALLEY	CA
8/8/2011	883285	318.73		
			RETIREE MED JUL '11, PD AUG '1	318.73
Vendor Total		318.73		
FYTD for GONZALES, DOMILENA R.		637.46		
GONZALES, LORENZ R.				
			Remit to: WILDOMAR	CA
8/1/2011	208912	139.23		
			MILEAGE REIMBURSEMENT	45.39
			MILEAGE REIMBURSEMENT	5.10
			MILEAGE REIMBURSEMENT	88.74
Vendor Total		139.23		
FYTD for GONZALES, LORENZ R.		139.23		
GONZALEZ, JOSE				
			Remit to: MORENO VALLEY	CA
8/15/2011	209097	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GONZALEZ, JOSE		20.00		



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GOZDECKI, DAN				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	883412	648.00		
			INSTRUCTOR SVCS-KUNG FU	324.00
			INSTRUCTOR SVCS-KUNG FU	324.00
	Vendor Total	648.00		
FYTD for GOZDECKI, DAN		1,134.00		
GRAFFELL, JEANINE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/29/2011	209268	37.00		
			REFUND-PICNIC SHELTER FEE	37.00
	Vendor Total	37.00		
FYTD for GRAFFELL, JEANINE		37.00		
GRAFFITI TRACKER, INC.				
			<u>Remit to:</u> OMAHA NE	
8/8/2011	883286	15,000.00		
			GRAFFITI ANALYSIS SVCS-CODE	15,000.00
	Vendor Total	15,000.00		
FYTD for GRAFFITI TRACKER, INC.		15,000.00		
GRIFFIN, MARLENE C				
			<u>Remit to:</u> GREEN VALLEY AZ	
8/8/2011	883287	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for GRIFFIN, MARLENE C		637.46		
GUEST SERVICES				
			<u>Remit to:</u> EMMITSBURG MD	
8/1/2011	208913	234.48		
			COURSE: R274/SEP19-30, 2011	234.48
	Vendor Total	234.48		
FYTD for GUEST SERVICES		234.48		
GUIDA SURVEYING, INC.				
			<u>Remit to:</u> IRVINE CA	
8/1/2011	883239	16,467.00		
			IRONWD AVE/STORM DRAIN PROJ	14,483.00
			IRONWD AVE/DAY ST-BARCLAY PROJ	1,488.00
			IRONWD AVE/DAY ST-BARCLAY PROJ	496.00
8/15/2011	883367	3,125.00		
			DAY ST IMPRVMENTS PROJ SVCS	3,125.00
	Vendor Total	19,592.00		
FYTD for GUIDA SURVEYING, INC.		19,592.00		



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GUILLAN, REBECCA S.				
8/8/2011	883288	275.67	Remit to: ADVANCE NC RETIREE MED AUG '11, PD AUG '1	275.67
Vendor Total		275.67		
FYTD for GUILLAN, REBECCA S.		827.01		
GULL, PAULA				
8/1/2011	208914	407.50	Remit to: MORENO VALLEY CA REFUND-CITATION OVRPMT	407.50
Vendor Total		407.50		
FYTD for GULL, PAULA		407.50		
GUTIERREZ, ROBERT				
8/8/2011	883289	318.73	Remit to: LA VERNE CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		637.46		
GUZMAN'S CART SERVICE				
8/22/2011	883413	4,049.00	Remit to: RIVERSIDE CA SHOPPING CART RETRIVAL SVC	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		8,098.00		
HAAKER EQUIPMENT COMPANY				
8/22/2011	209188	813.36	Remit to: LA VERNE CA PARTS/SVC FLOOR SCRUBBR-ANIMAL	813.36
Vendor Total		813.36		
FYTD for HAAKER EQUIPMENT COMPANY		813.36		
HABITAT FOR HUMANITY RIVERSIDE				
8/22/2011	209189	8,690.76	Remit to: RIVERSIDE CA CDBG SVCS-MOBILEHOME RPR PRGM CDBG SVCS-MOBILEHOME RPR PRGM	827.04 7,863.72
Vendor Total		8,690.76		
FYTD for HABITAT FOR HUMANITY RIVERSIDE		8,690.76		
HACKEL, ARLENE				
8/22/2011	209190	14.00	Remit to: MORENO VALLEY CA REFUND-CREDIT ON ACCT	14.00
Vendor Total		14.00		
FYTD for HACKEL, ARLENE		14.00		



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HALL, LANETTE				
8/29/2011	209269	62.00	Remit to: MORENO VALLEY CA REFUND-PEE WEE FLG FTBALL	62.00
Vendor Total		62.00		
FYTD for HALL, LANETTE		62.00		
HALL, MIDGE				
8/22/2011	209191	20.00	Remit to: MORENO VALLEY CA REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for HALL, MIDGE		20.00		
HAMLIN, WILLIAM R.				
8/8/2011	883290	318.73	Remit to: BEAUMONT CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HAMLIN, WILLIAM R.		637.46		
HANES, MARTIN D.				
8/8/2011	883291	318.73	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		637.46		
HARDING, JOHN S.				
8/8/2011	209011	318.73	Remit to: BANNING CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		637.46		
HARDING, SUSTANIE				
8/15/2011	209098	75.00	Remit to: RIVERSIDE CA REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HARDING, SUSTANIE		75.00		



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HARRIS & ASSOCIATES, INC.				
			Remit to: IRVINE	CA
8/1/2011	208973	5,459.10		
			CONSULTANT PLAN CK SVCS	2,817.60
			CONSULTANT PLAN CK SVCS	2,641.50
8/22/2011	883414	734.27		
			CONSULTANT PLAN CK SVCS	598.40
			CONSULTANT PLAN CK SVCS	135.87
Vendor Total		6,193.37		
FYTD for HARRIS & ASSOCIATES, INC.		6,193.37		
HARRIS, ANZOLA				
			Remit to: MORENO VALLEY	CA
8/15/2011	209100	47.00		
			REFUND-CLASS REGIS FEE	47.00
Vendor Total		47.00		
FYTD for HARRIS, ANZOLA		47.00		
HARRISON, SACHA				
			Remit to: MORENO VALLEY	CA
8/29/2011	209270	144.00		
			REFUND-BOXING CLASS	144.00
Vendor Total		144.00		
FYTD for HARRISON, SACHA		144.00		
HARTMANN, RICK				
			Remit to: SAN DIMAS	CA
8/8/2011	209012	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HARTMANN, RICK		637.46		
HASS, MINA				
			Remit to: MORENO VALLEY	CA
8/1/2011	208915	156.00		
			INSTRUCTOR SVCS-BODY SCULPTING	48.00
			INSTRUCTOR SVCS-BODY SCULPTING	108.00
Vendor Total		156.00		
FYTD for HASS, MINA		324.00		
HATFIELD, CHARLES				
			Remit to: LAS VEGAS	NV
8/8/2011	883292	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		637.46		



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HDL SOFTWARE LLC				
			<u>Remit to:</u> DIAMOND BAR CA	
8/1/2011	208916	12,528.90		
			BUSINESS LICENSE ANNUAL MAINT	8,518.35
			BUSINESS LIC WEB ANNUAL MAINT	2,631.23
			FALSE ALARM ANNUAL MAINT	1,379.32
	Vendor Total	12,528.90		
FYTD for HDL SOFTWARE LLC		12,528.90		
HEFFLEY, ROSS W.				
			<u>Remit to:</u> HEMET CA	
8/8/2011	883293	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for HEFFLEY, ROSS W.		637.46		
HEGGINS, ANTONIO				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208917	9,458.40		
			SOLAR INCENTIVE REBATE	9,458.40
	Vendor Total	9,458.40		
FYTD for HEGGINS, ANTONIO		9,458.40		
HERRERA, MARLY				
			<u>Remit to:</u> PERRIS CA	
8/22/2011	209192	100.00		
			REFUND-BOWLING CLASS	100.00
	Vendor Total	100.00		
FYTD for HERRERA, MARLY		100.00		
HERRICK, ROBERT D.				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209013	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for HERRICK, ROBERT D.		637.46		
HICKMAN, LANISE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208918	103.20		
			INSTRUCTOR SVCS-FIT BOOTCAMP	103.20
8/29/2011	209271	79.20		
			INSTRUCTOR SVCS-FITNESS	79.20
	Vendor Total	182.40		
FYTD for HICKMAN, LANISE		182.40		



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HIGGS, DEBRA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208919	72.00		
			INSTRUCTOR SVCS-OIL PAINTING	72.00
Vendor Total		72.00		
FYTD for HIGGS, DEBRA		180.00		
HINCK, CHRISTOPHER				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209193	62.00		
			REFUND-YTH VOLLYBALL REGIST	62.00
Vendor Total		62.00		
FYTD for HINCK, CHRISTOPHER		62.00		
HLP, INC.				
			<u>Remit to:</u> LITTLETON CO	
8/1/2011	883241	22,584.80		
			CHAMELEON/CMS SOFTWARE-ANNUAL	16,320.00
			CA SALES TAX	1,264.80
			WEBSITE SETUP-DOG LIC SOFTWARE	600.00
			WEBSITE SETUP-DOG LIC SOFTWARE	4,400.00
Vendor Total		22,584.80		
FYTD for HLP, INC.		22,584.80		
HONDA YAMAHA OF REDLANDS				
			<u>Remit to:</u> REDLANDS CA	
8/22/2011	209194	2,541.39		
			PD MTRCYCLE MAINT/REPAIR-LABOR	35.00
			PD MTRCYCLE MAINT/REPAIR-PARTS	0.75
			PD MTRCYCLE MAINT/REPAIR-LABOR	350.00
			PD MTRCYCLE MAINT/REPAIR-PARTS	1,040.64
			PD MTRCYCLE MAINT/REPAIR-LABOR	127.50
			PD MTRCYCLE MAINT/REPAIR-PARTS	454.44
			PD MTRCYCLE MAINT/REPAIR-LABOR	28.00
			PD MTRCYCLE MAINT/REPAIR-PARTS	0.60
			PD MTRCYCLE MAINT/REPAIR-LABOR	63.75
			PD MTRCYCLE MAINT/REPAIR-PARTS	197.61
			PD MTRCYCLE MAINT/REPAIR-LABOR	84.00
			PD MTRCYCLE MAINT/REPAIR-PARTS	159.10
Vendor Total		2,541.39		
FYTD for HONDA YAMAHA OF REDLANDS		2,541.39		
HOUSER, EDITH E.				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209014	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		637.46		



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HUTSON, RICHARD				
			Remit to: MORENO VALLEY	CA
8/22/2011	209195	186.00		
			PER DIEM-CPTED CRIME PREV TRNG	150.00
			8/29-8/31/11 CPTED TRAINING	36.00
Vendor Total		186.00		
FYTD for HUTSON, RICHARD		186.00		
ICMA RETIREMENT CORP 457				
			Remit to: BALTIMORE	MD
8/12/2011	2914	8,545.83		
			DEF COMP 457 8/12/11	8,545.83
Vendor Total		8,545.83		
FYTD for ICMA RETIREMENT CORP 457		83,494.90		
ING USA ANNUITY & LIFE INSURANCE CO.				
			Remit to: DES MOINES	IA
8/15/2011	209101	475.00		
			NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		950.00		
INLAND CONTRACTORS, INC.				
			Remit to: RIVERSIDE	CA
8/1/2011	883242	2,987.45		
			ABATEMENT SVCS-29095 ALESSANDR	1,480.00
			ABATEMENT SVCS-26478 BUTTERNUT	980.45
			ABATEMENT SVCS-12995 ADELINE	527.00
8/8/2011	883294	897.00		
			NUISANCE ABTMNT SVCS-CODE	897.00
8/22/2011	883415	231.00		
			ABATEMENT SVCS-25998 FIR AVE	231.00
Vendor Total		4,115.45		
FYTD for INLAND CONTRACTORS, INC.		6,897.58		
INLAND EMPIRE PROPERTY SERVICE, INC				
			Remit to: MORENO VALLEY	CA
8/8/2011	883295	7,692.00		
			WEED ABATEMENT-POORMAN'S RESVR	4,034.00
			NUISANCE ABTMNT SVCS-CODE	250.00
			WEED ABATEMENT-CITY PARKS	3,408.00
8/22/2011	883416	681.00		
			ABATEMENT SVCS-23601 ASHWOOD	256.00
			ABATEMENT SVCS-16792 HOLLYHOCK	425.00
8/29/2011	883447	1,709.00		
			WEED ABATEMENT SVCS-CITY PARKS	1,709.00
Vendor Total		10,082.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		14,401.40		



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INLAND EMPIRE SMALL BUSINESS DEV.CENTER				
8/22/2011	209196	12,500.00	<u>Remit to:</u> SAN BERNARDINO CA BUSINESS COUNSELING SVCS-EDD	12,500.00
Vendor Total		12,500.00		
FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER		12,500.00		
INSIDE PLANTS, INC.				
8/15/2011	883368	320.00	<u>Remit to:</u> CORONA CA PLANT MAINT-CRC	320.00
Vendor Total		320.00		
FYTD for INSIDE PLANTS, INC.		320.00		
INTERNATIONAL NAMEPLATE SUPPLIES				
8/8/2011	209015	10,870.86	<u>Remit to:</u> LONGVIEW TX VEHICLE DECAL KITS	10,870.86
Vendor Total		10,870.86		
FYTD for INTERNATIONAL NAMEPLATE SUPPLIES		10,870.86		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
8/1/2011	208920	1,044.69	<u>Remit to:</u> CERRITOS CA OFFSITE DATA STORAGE-TECH SVCS	1,044.69
Vendor Total		1,044.69		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		1,044.69		
J D H CONTRACTING				
8/1/2011	883243	485.00	<u>Remit to:</u> RIVERSIDE CA DEMO EXISTING WOOD PATIO-GOLF	485.00
Vendor Total		485.00		
FYTD for J D H CONTRACTING		10,290.00		
J&J EQUIPMENT SALES CO.				
8/8/2011	209016	2,990.63	<u>Remit to:</u> PERRIS CA 40' STORAGE CONTAINER	2,990.63
Vendor Total		2,990.63		
FYTD for J&J EQUIPMENT SALES CO.		2,990.63		
JACOBS, EBONI				
8/22/2011	209197	92.00	<u>Remit to:</u> MORENO VALLEY CA REFUND-SHELTER FEE	92.00
Vendor Total		92.00		
FYTD for JACOBS, EBONI		92.00		



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JANNEY & JANNEY ATTORNEY SVCS, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
8/15/2011	209102	75.00	DELIVERY SVCS-CITY ATTORNEY	75.00
Vendor Total		75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		150.00		
JDEDGE SOFTWARE, LLC				
			<u>Remit to:</u> KRUGERVILLE TX	
8/8/2011	883296	340.00	CONSULTING SVCS-TECH SVCS	340.00
8/22/2011	883417	595.00	CONSULTING SVCS-TECH SVCS	595.00
Vendor Total		935.00		
FYTD for JDEDGE SOFTWARE, LLC		2,890.00		
JENKINS, CARLA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209103	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for JENKINS, CARLA		50.00		
JOBELIUS, SAMANTHA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209017	75.00	REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for JOBELIUS, SAMANTHA		75.00		
JONES, SUSAN				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	883297	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		637.46		
KAISER PERMANENTE				
			<u>Remit to:</u> PASADENA CA	
8/1/2011	208921	436.00	MED SUBSIDY-V. ZARAGOZA -AUG11	436.00
Vendor Total		436.00		
FYTD for KAISER PERMANENTE		436.00		
KANE, BALLMER & BERKMAN				
			<u>Remit to:</u> LOS ANGELES CA	
8/1/2011	208922	1,637.35	LEGAL SVCS	1,637.35
Vendor Total		1,637.35		
FYTD for KANE, BALLMER & BERKMAN		4,325.00		



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KDM MERIDIAN, INC.				
			<u>Remit to:</u> LAKE FOREST CA	
8/15/2011	883369	6,260.00	2011 PAVEMENT RESURF. PROJ	6,260.00
Vendor Total		6,260.00		
FYTD for KDM MERIDIAN, INC.		9,205.00		
KENNEDY, GERTRUDE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209018	71.00	REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	16.00
			REFUND-VARIOUS A/C FEES	15.00
Vendor Total		71.00		
FYTD for KENNEDY, GERTRUDE		71.00		
KEYSER MARSTON ASSOCIATES, INC.				
			<u>Remit to:</u> SAN FRANCISCO CA	
8/1/2011	208923	2,800.00	HOUSING PROJ CONSULTING SVCS	2,800.00
Vendor Total		2,800.00		
FYTD for KEYSER MARSTON ASSOCIATES, INC.		2,800.00		
KING, PATRICIA A.				
			<u>Remit to:</u> LAS VEGAS NV	
8/8/2011	209019	267.88	RETIREE MED AUG '11	267.88
Vendor Total		267.88		
FYTD for KING, PATRICIA A.		535.76		
KNORR SYSTEMS, INC				
			<u>Remit to:</u> SANTA ANA CA	
8/29/2011	209272	1,134.22	SPLASH PAD SUPPLIES-CFD #1	1,134.22
Vendor Total		1,134.22		
FYTD for KNORR SYSTEMS, INC		1,895.28		
KOCZKO, LEORA K				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208924	42.50	REFUND-CITATION OVRPMT	42.50
Vendor Total		42.50		
FYTD for KOCZKO, LEORA K		42.50		
KOLB, CHARLES E.				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	883298	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		637.46		



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KOLLAR, KYLE				
			Remit to: MORENO VALLEY CA	
8/8/2011	883299	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		637.46		
KYLE, GARY M.				
			Remit to: PRESCOTT VALLEY AZ	
8/8/2011	883300	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		637.46		
LA FOLLETTE, JOHNSON, DE HAAS, ET AL				
			Remit to: LOS ANGELES CA	
8/8/2011	209020	625.39	LEGAL SERVICES	625.39
Vendor Total		625.39		
FYTD for LA FOLLETTE, JOHNSON, DE HAAS, ET AL		793.39		
LABAUSA, ARNETT				
			Remit to: MORENO VALLEY CA	
8/29/2011	209273	62.00	REFUND-YOUTH VOLLEYBALL LEAGUE	62.00
Vendor Total		62.00		
FYTD for LABAUSA, ARNETT		62.00		
LAFATA, JOSEPHINE				
			Remit to: MORENO VALLEY CA	
8/8/2011	883301	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		637.46		
LANGENDORF, BENJAMIN				
			Remit to: PERRIS CA	
8/8/2011	883302	254.59	RETIREE MED JUN 11, PD AUG 11	254.59
Vendor Total		254.59		
FYTD for LANGENDORF, BENJAMIN		475.99		
LAS, ADRIAN				
			Remit to: WEST HOLLYWOOD CA	
8/22/2011	209198	30.00	REFUND-FALSE ALARM FEE	30.00
Vendor Total		30.00		
FYTD for LAS, ADRIAN		30.00		



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LATHAM & WATKINS, LLP				
			<u>Remit to:</u> LOS ANGELES CA	
8/15/2011	209105	72.50		
			LEGAL SVCS RE: PACIFIC COMM	72.50
Vendor Total		72.50		
FYTD for LATHAM & WATKINS, LLP		72.50		
LAWYERS TITLE INC				
			<u>Remit to:</u> NEWPORT BEACH CA	
8/17/2011	110809	275.00		
			ADDL ESCROW DEP-24985 ELDER AV	275.00
8/29/2011	110813	11,256.00		
			ESCROW DEPOSIT/CALTRANS PARCEL	11,256.00
8/11/2011	110806	16,386.00		
			ACQ & ESCROW-16659 PERRIS BLVD	16,386.00
Vendor Total		27,917.00		
FYTD for LAWYERS TITLE INC		156,408.00		
LDM ASSOCIATES, INC				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
8/1/2011	208925	300.00		
			TECHNICAL ASSITANCE-NSP PROGRM	300.00
Vendor Total		300.00		
FYTD for LDM ASSOCIATES, INC		300.00		
LEDESMA, REBECCA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209199	37.00		
			REFUND-PHOTO CLASS FEE	37.00
Vendor Total		37.00		
FYTD for LEDESMA, REBECCA		37.00		
LEWIS BRISBOIS BISGAARD & SMITH LLP				
			<u>Remit to:</u> SAN BERNARDINO CA	
8/15/2011	883370	3,626.02		
			LEGAL SVCS-HR	3,626.02
Vendor Total		3,626.02		
FYTD for LEWIS BRISBOIS BISGAARD & SMITH LLP		3,626.02		
LEWIS, CAROLYN S.				
			<u>Remit to:</u> BEAUMONT CA	
8/8/2011	883303	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for LEWIS, CAROLYN S.		637.46		



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LEXISNEXIS				
			<u>Remit to:</u> LOS ANGELES CA	
8/1/2011	883244	1,480.00	ONLINE LEGAL SVCS-CITY ATTYS	740.00
			ONLINE LEGAL SVCS-CITY CLERKS	370.00
			ONLINE LEGAL SVCS-CDD	370.00
8/22/2011	883418	1,480.00	ONLINE SVCS-CITY ATTORNEYS	740.00
			ONLINE SVCS-CDD	370.00
			ONLINE SVCS-CITY CLERKS	370.00
Vendor Total		2,960.00		
FYTD for LEXISNEXIS		2,960.00		
LINDO, HERMINA G.				
			<u>Remit to:</u> TITUSVILLE FL	
8/8/2011	883304	678.51	RETIREE MED APR-JUN '11, PD AU	678.51
Vendor Total		678.51		
FYTD for LINDO, HERMINA G.		678.51		
LOGAN, CHARLES				
			<u>Remit to:</u> LAS VEGAS NV	
8/8/2011	883305	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for LOGAN, CHARLES		637.46		
LOGAN, CLINT				
			<u>Remit to:</u> SUN CITY CA	
8/8/2011	209021	75.00	REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for LOGAN, CLINT		75.00		
LONDON, CHARLES				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209106	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for LONDON, CHARLES		50.00		
LOPEZ, ADRIANA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209107	20.00	REFUND-A/C OVERPAYMENT	20.00
Vendor Total		20.00		
FYTD for LOPEZ, ADRIANA		20.00		



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LOR GEOTECHNICAL GROUP, INC.				
8/22/2011	883419	7,057.20	Remit to: RIVERSIDE CA 2011 LOCAL ST. PAVEMNT RESURF.	7,057.20
Vendor Total		7,057.20		
FYTD for LOR GEOTECHNICAL GROUP, INC.		38,609.20		
LOS ANGELES COUNTY AUDITOR CONTROLLER				
8/1/2011	208926	1,506.00	Remit to: LOS ANGELES CA GUNSHOT RESIDUE KIT ANALYSIS	1,506.00
Vendor Total		1,506.00		
FYTD for LOS ANGELES COUNTY AUDITOR CONTROLLER		1,506.00		
LUMLEY, ROBERT C.				
8/8/2011	883306	318.73	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		637.46		
LUTHERAN SOCIAL SERVICES OF SO. CALI F.				
8/15/2011	883372	6,250.00	Remit to: RIVERSIDE CA CDBG SVCS-SHELTER PRGRM	1,250.00
			CDBG SVCS-SHELTER PRGRM	1,250.00
			CDBG SVCS-SHELTER PRGRM	1,250.00
			CDBG SVCS-SHELTER PRGRM	1,250.00
			CDBG SVCS-SHELTER PRGRM	1,250.00
Vendor Total		6,250.00		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		6,250.00		
LYNCH. PATRICK				
8/1/2011	208927	120.00	Remit to: MORENO VALLEY CA PER DIEM-CANN. IMP DRIVING TRN	120.00
Vendor Total		120.00		
FYTD for LYNCH. PATRICK		120.00		
MACDONALD, GORDON				
8/15/2011	209108	89.02	Remit to: RIVERSIDE CA REIMB.-SQL SERVER SSIS TRNG	89.02
Vendor Total		89.02		
FYTD for MACDONALD, GORDON		89.02		



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MANCINI & ASSOCIATES CLIENT TRUST				
8/8/2011	209022	21,000.00	Remit to: SHERMAN OAKS CA SETTLEMENT-C. DILLARD CASE	21,000.00
Vendor Total		21,000.00		
FYTD for MANCINI & ASSOCIATES CLIENT TRUST		21,000.00		
MARCH JOINT POWERS AUTHORITY				
8/1/2011	208928	5.42	Remit to: RIVERSIDE CA GAS CHARGES-MARCH FIELD PRK CC GAS CHARGES-MARCH FIELD PRK CC	4.43 0.99
Vendor Total		5.42		
FYTD for MARCH JOINT POWERS AUTHORITY		11.50		
MARINA LANDSCAPE, INC				
8/15/2011	883373	4,625.04	Remit to: ANAHEIM CA LANDSCAPE MAINT-VRS TRACTS LANDSCAPE MAINT-ZONE DSG-2N	3,139.81 1,285.23 200.00
8/22/2011	883420	9,178.97	LANDSCAPE MAINT-DSG-2S LANDSCAPE MAINT-DSG-2N	4,753.93 4,425.04
Vendor Total		13,804.01		
FYTD for MARINA LANDSCAPE, INC		23,223.96		
MARKETEKs 2410943				
8/22/2011	209200	4,490.00	Remit to: OGDENSBURG NY LIGHT TOWER LIGHT BULBS EST. SHIPPING SALES & USE TAX SALES & USE TAX-ACCRUAL	3,875.00 480.00 135.00 381.06 -381.06
Vendor Total		4,490.00		
FYTD for MARKETEKs 2410943		4,490.00		
MARTINEZ, REGGIE				
8/29/2011	209274	105.00	Remit to: MORENO VALLEY CA SPORTS OFFICIATING SVCS	105.00
Vendor Total		105.00		
FYTD for MARTINEZ, REGGIE		210.00		
MATHIS, NOLAN				
8/8/2011	883307	290.00	Remit to: JACKSON KY RETIREE MED JUN 11, PD AUG 11	290.00
Vendor Total		290.00		
FYTD for MATHIS, NOLAN		580.00		



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MATICH CORPORATION				
			Remit to: HIGHLAND	CA
8/1/2011	883245	14,300.47		
			ASPHALTIC MATERIALS	5,709.00
			ASPHALTIC MATERIALS	6,331.53
			ASPHALTIC MATERIALS	2,259.94
Vendor Total		14,300.47		
FYTD for MATICH CORPORATION		14,300.47		
MAXINOSKI, SUE A.				
			Remit to: AVINGER	TX
8/8/2011	883308	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		637.46		
MCCANN, BRANDIE				
			Remit to: MORENO VALLEY	CA
8/29/2011	209275	29.60		
			REFUND-PICNIC SHELTER FEE	29.60
Vendor Total		29.60		
FYTD for MCCANN, BRANDIE		29.60		
MEEKS, DANIEL				
			Remit to: PERRIS	CA
8/15/2011	883374	320.00		
			OFFICIATING SVCS-SOFTBALL	60.00
			OFFICIATING SVCS-SOFTBALL	60.00
			OFFICIATING SVCS-SOFTBALL	80.00
			OFFICIATING SVCS-SOFTBALL	60.00
			OFFICIATING SVCS-SOFTBALL	60.00
8/22/2011	883421	340.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	80.00
8/29/2011	883448	140.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	80.00
Vendor Total		800.00		
FYTD for MEEKS, DANIEL		1,000.00		
MELAD & ASSOCIATES, INC				
			Remit to: HUNTINGTON BEACH	CA
8/8/2011	209023	1,170.00		
			PLAN CHECK SVCS-BLDG & SFTY	1,170.00
Vendor Total		1,170.00		
FYTD for MELAD & ASSOCIATES, INC		2,790.00		



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MESSIN, LOUIS				
			<u>Remit to:</u> BULLHEAD CITY AZ	
8/8/2011	883309	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		637.46		
METROPCS WIRELESS, INC.				
			<u>Remit to:</u> DALLAS TX	
8/8/2011	209024	50.00	TEXT MESSAGE RETRIEVAL SVC	50.00
Vendor Total		50.00		
FYTD for METROPCS WIRELESS, INC.		100.00		
MEYERS, ROBERT				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208929	357.00	INSTRUCTOR SVCS-DRAWING 4 KIDS	357.00
Vendor Total		357.00		
FYTD for MEYERS, ROBERT		840.00		
MICHAEL BRANDMAND ASSOCIATES				
			<u>Remit to:</u> IRVINE CA	
8/22/2011	209201	2,574.25	MARCH BUSINESS CTR PEER REVIEW	1,380.05
			MARCH BUSINESS CTR PEER REVIEW	1,194.20
Vendor Total		2,574.25		
FYTD for MICHAEL BRANDMAND ASSOCIATES		2,574.25		
MILES, ROBERT				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	883310	229.88	RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for MILES, ROBERT		459.76		
MINARD, MARK E.				
			<u>Remit to:</u> REDLANDS CA	
8/8/2011	883311	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		637.46		
MISTRETTA, ARTHUR				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	883375	126.00	OFFICIATING SVCS-SOFTBALL	54.00
			OFFICIATING SVCS-SOFTBALL	72.00
Vendor Total		126.00		
FYTD for MISTRETTA, ARTHUR		270.00		



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MMASC				
			Remit to: SAN DIEGO	CA
8/15/2011	209110	20.00	MAX EMO INTELL-LEMON/AYALA/BRO	20.00
8/15/2011	209111	10.00	MAX EMO INTELL-LEMON/AYALA/BRO	10.00
Vendor Total		30.00		
FYTD for MMASC		30.00		
MOELLER, DONNA M.				
			Remit to: MORENO VALLEY	CA
8/1/2011	208930	77.98	MILEAGE REIMB-CDBG MEETING	1.79
			MILEAGE REIMB-RDA HOUSING	15.50
			MILEAGE REIMB-CLEAN-UP PROGRM	32.03
			MILEAGE REIMB-CDBG SOCL PRGM	28.66
Vendor Total		77.98		
FYTD for MOELLER, DONNA M.		145.75		
MOLLICA, MIKE				
			Remit to: DUNNELLON	FL
8/8/2011	883312	401.42	RETIREE MED AUG '11	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		802.84		
MONTES, MARIA				
			Remit to: MORENO VALLEY	CA
8/29/2011	209276	156.00	REFUND-PICNIC SHELTER FEE	156.00
Vendor Total		156.00		
FYTD for MONTES, MARIA		156.00		
MOOSEPOINT TECHNOLOGY, INC.				
			Remit to: SONOMA	CA
8/1/2011	208931	4,702.50	GEOSMART.NET ENTERPRISE-TS	3,262.50
			ADD PROPOSED COUNCIL DISTRICTS	1,440.00
Vendor Total		4,702.50		
FYTD for MOOSEPOINT TECHNOLOGY, INC.		13,702.50		
MORA, PATRICIA A.				
			Remit to: MORENO VALLEY	CA
8/8/2011	883313	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		637.46		



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MORAN, CHRIS				
			Remit to: MORENO VALLEY	CA
8/8/2011	209025	75.00		
			REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		

FYTD for MORAN, CHRIS	75.00
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CHAMBER OF COMMERCE				
			Remit to: MORENO VALLEY	CA
8/1/2011	208932	720.00		
			STATE OF THE CITY ADDRESS	90.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	120.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
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			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
			STATE OF THE CITY ADDRESS	30.00
8/15/2011	209112	120.00		
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
			WAKE-UP MEETING-7/27/11	15.00
Vendor Total		840.00		

FYTD for MORENO VALLEY CHAMBER OF COMMERCE	1,650.00
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CITY EMPLOYEES ASSOC.				
			Remit to: MORENO VALLEY	CA
8/12/2011	2913	1,409.50		
			MVCEA DUES 8/12/11	1,409.50
8/26/2011	2921	1,419.00		
			MVCEA DUES 8/26/11	1,419.00
Vendor Total		2,828.50		

FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.	7,329.00
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MORENO VALLEY COMMUNITY EDUCATION CENTER				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209202	6,400.00	AFTERSCHOOL TUTORING SVCS	6,400.00
Vendor Total		6,400.00		
FYTD for MORENO VALLEY COMMUNITY EDUCATION CENTER		6,400.00		
MORENO VALLEY GATEWAY, LLC				
			<u>Remit to:</u> SAN JUAN CAPISTRAN CA	
8/15/2011	209156	9,207.72	BUILDING RENTAL/MAINT-MVU/SDA	9,207.72
8/22/2011	883422	7,934.87	LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH SVCS ANNEX	5,475.90
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		34,285.18		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET CA	
8/1/2011	208933	149.59	ELECTRICITY-UTILITY FLD OFFICE	149.59
8/29/2011	209277	242.10	ELECTRICITY-UTILITY FLD OFFICE	242.10
Vendor Total		391.69		
FYTD for MORENO VALLEY UTILITY		164,032.44		
MORGAN, LISA A.				
			<u>Remit to:</u> MENTONE CA	
8/8/2011	883314	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		637.46		
MOSS BROS CHRYSLER, JEEP, DODGE MV				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209026	2,944.69	DAMAGE REPAIR-PD UNIT 08-616	1,999.00
			DAMAGE REPAIR-PD UNIT 08-616	945.69
Vendor Total		2,944.69		
FYTD for MOSS BROS CHRYSLER, JEEP, DODGE MV		2,944.69		
MUNGERSON, GERALD				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209113	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MUNGERSON, GERALD		50.00		



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MURAWSKI, BARBARA				
			<u>Remit to:</u> RIVERSIDE CA	
8/1/2011	208934	432.50		
			REFUND-CITATION DISMISSED	432.50
Vendor Total		432.50		
FYTD for MURAWSKI, BARBARA		432.50		
MURPHY, GWENDILEE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209204	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MURPHY, GWENDILEE		50.00		
MYERS, DAVID				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209114	30.00		
			REFUND-FALSE ALARM FEE	30.00
Vendor Total		30.00		
FYTD for MYERS, DAVID		30.00		
NAGTALON, LEA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208935	124.80		
			REFUND-PARK PICNIC SHELTER	124.80
Vendor Total		124.80		
FYTD for NAGTALON, LEA		124.80		
NATHAN KAAS				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209205	150.00		
			PER DIEM-POST MGMT DEV. TRNG	150.00
Vendor Total		150.00		
FYTD for NATHAN KAAS		150.00		
NATIONWIDE RETIREMENT SOLUTIONS				
			<u>Remit to:</u> COLUMBUS OH	
8/12/2011	2911	1,909.41		
			PST DEF COMP FOR FICA 8/12/11	1,909.41
8/26/2011	2919	1,548.94		
			PST DEF COMP FOR FICA 8/26/11	1,548.94
Vendor Total		3,458.35		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		177,776.48		
NAVARRETTE, RALPH				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
8/8/2011	883315	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for NAVARRETTE, RALPH		637.46		



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NAVARRO, MOCTEZUMA/MARIA				
			Remit to: MORENO VALLEY	CA
8/1/2011	208936	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for NAVARRO, MOCTEZUMA/MARIA		75.00		
NAVCO NETWORKS & SECURITY				
			Remit to: ANAHEIM	CA
8/15/2011	883377	224.23		
			SVC/REPAIR MONITORS-PSB	196.00
			BNC CONNECTOR	15.00
			COAXIAL CABLE/PLENUM RATED	11.20
			CALIF SALES TAX	2.03
Vendor Total		224.23		
FYTD for NAVCO NETWORKS & SECURITY		224.23		
NEIGHBORHOOD PARTNERSHIP HOUSING SVCS				
			Remit to: ONTARIO	CA
8/15/2011	209115	5,300.00		
			VARIOUS NSP SVCS 4/21-5/31/11	5,300.00
Vendor Total		5,300.00		
FYTD for NEIGHBORHOOD PARTNERSHIP HOUSING SVCS		5,300.00		
NELSON, MICHELE				
			Remit to: MORENO VALLEY	CA
8/15/2011	209116	48.00		
			VIOLENT CRIME BEHAVIOR SEMINAR	48.00
Vendor Total		48.00		
FYTD for NELSON, MICHELE		48.00		
NELSON, ROBERT				
			Remit to: ONTARIO	CA
8/8/2011	883316	325.66		
			RETIREE MED AUG '11	325.66
Vendor Total		325.66		
FYTD for NELSON, ROBERT		651.32		
NELSON, RUTH L.				
			Remit to: PERRIS	CA
8/8/2011	883317	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		637.46		
NEUSTAEDTER, CRAIG S				
			Remit to: IRVINE	CA
8/8/2011	209027	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		637.46		



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NEW HORIZON MOBILE HOME PARK				
			Remit to: LOS ANGELES	CA
8/8/2011	883318	11.10		
			REFUND-UUT USER TAXES	11.10
Vendor Total		11.10		
FYTD for NEW HORIZON MOBILE HOME PARK		20.52		
NEW WORLD SYSTEMS, CORP				
			Remit to: TROY	MI
8/8/2011	209028	1,890.00		
			EXEC CUSTOMER CONF.-C. FORTUNE	945.00
			EXEC CUSTOMER CONF.-D LIENHARD	945.00
8/29/2011	209278	1,475.52		
			ERP RPLCMNT PROJECT-TRAVEL EXP	1,475.52
Vendor Total		3,365.52		
FYTD for NEW WORLD SYSTEMS, CORP		370,838.41		
NFPA/NATIONAL FIRE PROTECTION ASSO				
			Remit to: MANCHESTER	NH
8/1/2011	208937	150.00		
			NFPA RENEWAL SUBS-1 YR	150.00
Vendor Total		150.00		
FYTD for NFPA/NATIONAL FIRE PROTECTION ASSO		150.00		
NIEBURGER, JUDITH A.				
			Remit to: MORENO VALLEY	CA
8/8/2011	209029	401.42		
			RETIREE MED AUG '11	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		802.84		
NINYO & MOORE GEOTECHNICAL				
			Remit to: SAN DIEGO	CA
8/15/2011	209117	19,333.00		
			IRONWOOD AVE/STORM DRAIN PROJ	5,585.75
			IRONWOOD AVE/STORM DRAIN PROJ	3,393.00
			IRONWOOD AVE/STORM DRAIN PROJ	912.50
			2011 PAVEMENT RESURF. PROJ	9,441.75
Vendor Total		19,333.00		
FYTD for NINYO & MOORE GEOTECHNICAL		43,951.00		
OAKLEY SALES CORP				
			Remit to: LOS ANGELES	CA
8/15/2011	209118	603.45		
			SUNGLASSES-MOTOR OFFICERS	603.45
Vendor Total		603.45		
FYTD for OAKLEY SALES CORP		603.45		



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OMORUYI, GENEVIEVE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209207	113.00		
			REFUND-YTH VOLLYBALL REGIST	51.00
			REFUND-YTH VOLLYBALL REGIST	62.00
Vendor Total		113.00		
FYTD for OMORUYI, GENEVIEVE		113.00		
ORROCK, POPKA, FORTINO & BRISLIN				
			<u>Remit to:</u> RIVERSIDE CA	
8/15/2011	883378	2,165.55		
			LEGAL SVCS-HR	944.45
			LEGAL SVCS-HR	373.10
			LEGAL SVCS-HR	848.00
Vendor Total		2,165.55		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		2,373.55		
OVERLAND PACIFIC & CUTLER, INC.				
			<u>Remit to:</u> LONG BEACH CA	
8/1/2011	883246	15,120.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	7,560.00
			RIGHT OF WAY SVCS-VARIOUS PROJ	7,560.00
8/15/2011	883379	1,000.00		
			PERRIS BLVD PROJ R.O.W. SVCS	1,000.00
Vendor Total		16,120.00		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		23,216.25		
PACIFIC GREEN HORTICULTURAL SVC				
			<u>Remit to:</u> UPLAND CA	
8/15/2011	883380	989.00		
			TURF FERTILIZATION-ZONE E	303.00
			TURF FERTILIZATION-ZONE E	550.12
			TURF FERTILIZATION-ZONE E	112.64
			TURF FERTILIZATION-ZONE E	23.24
Vendor Total		989.00		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		1,978.00		
PACIFIC TELEMAGEMENT SERVICES				
			<u>Remit to:</u> SAN RAMON CA	
8/22/2011	883423	375.84		
			PAYPHONE SVCS-PD	62.64
			PAYPHONE SVCS	313.20
Vendor Total		375.84		
FYTD for PACIFIC TELEMAGEMENT SERVICES		751.68		



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PADILLA, MARISSA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209030	200.00		
			REFUND-RENTAL DEPOSIT-TWNGTE	200.00
Vendor Total		200.00		
FYTD for PADILLA, MARISSA		200.00		
PALAU, SHANNA				
			<u>Remit to:</u> MORENO VALLEY CA	
8/29/2011	209279	281.05		
			TRAVEL EXP.-ICSC CONFERENCE	103.55
			TRAVEL EXP.-ICSC CONFERENCE	177.50
Vendor Total		281.05		
FYTD for PALAU, SHANNA		281.05		
PALMER, KIMBERLY				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208938	71.00		
			REFUND-ANIMAL SVCS FEES	30.00
			REFUND-ANIMAL SVCS FEES	10.00
			REFUND-ANIMAL SVCS FEES	16.00
			REFUND-ANIMAL SVCS FEES	15.00
Vendor Total		71.00		
FYTD for PALMER, KIMBERLY		71.00		
PATTERSON, ALFREY				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	209031	229.88		
			RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for PATTERSON, ALFREY		459.76		
PEDLEY SQUARE VETERINARY CLINIC				
			<u>Remit to:</u> RIVERSIDE CA	
8/8/2011	883319	6,674.00		
			VETERINARY SVCS-ANML SHLTR	6,674.00
Vendor Total		6,674.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		6,674.00		
PEDROZA, EDUARDO E				
			<u>Remit to:</u> HIGHLAND CA	
8/1/2011	208940	424.50		
			REFUND-CITATION OVRPMT	185.00
			REFUND-CITATION OVRPMT	109.00
			REFUND-CITATION OVRPMT	130.50
Vendor Total		424.50		
FYTD for PEDROZA, EDUARDO E		424.50		



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PEPSI COLA COMPANY				
			Remit to: RIVERSIDE	CA
8/15/2011	209120	146.27		
			REFUND-BUS LIC OVRPMT	146.27
Vendor Total		146.27		
FYTD for PEPSI COLA COMPANY		146.27		
PEREZ, MAX				
			Remit to: MORENO VALLEY	CA
8/22/2011	209209	1,350.00		
			REFUND-RENTAL DEPOSIT	600.00
			REFUND-RENTAL DEPOSIT	750.00
Vendor Total		1,350.00		
FYTD for PEREZ, MAX		1,350.00		
PERRIS VALLEY PRINTING CO.				
			Remit to: MENIFEE	CA
8/15/2011	209121	89.00		
			PRINTING SVCS-PURCHASING	89.00
Vendor Total		89.00		
FYTD for PERRIS VALLEY PRINTING CO.		89.00		
PERRY, NORMA				
			Remit to: PIONEER	CA
8/8/2011	209032	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		637.46		
PERS LONG TERM CARE PROGRAM				
			Remit to: PASADENA	CA
8/1/2011	208941	458.63		
			LONG TERM CARE INSURANCE	458.63
8/15/2011	209122	458.63		
			LONG TERM CARE INSURANCE	458.63
8/29/2011	209280	458.63		
			LONG TERM CARE INSURANCE	458.63
Vendor Total		1,375.89		
FYTD for PERS LONG TERM CARE PROGRAM		2,293.15		
PITASSI ARCHITECTS, INC				
			Remit to: RANCHO CUCAMONGA	CA
8/15/2011	883381	7,161.90		
			CORPORATE YARD SEWER LINE PROJ	1,035.20
			CORPORATE YARD SEWER LINE PROJ	565.15
			CORPORATE YARD FACILITY PROJ	5,561.55
8/22/2011	883424	3,256.04		
			CORPORATE YARD FACILITY PROJ	3,256.04
Vendor Total		10,417.94		
FYTD for PITASSI ARCHITECTS, INC		10,417.94		



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POIEMA LANDSCAPE, INC.				
			Remit to: COLTON	CA
8/8/2011	883321	2,131.00	LANDSCAPE MAINT-ZONE E-12	2,131.00
8/22/2011	883425	2,131.00	LANDSCAPE MAINT-ZONE E-12	2,131.00
Vendor Total		4,262.00		
FYTD for POIEMA LANDSCAPE, INC.		8,105.15		
PRICE, GEORGE E.				
			Remit to: MORENO VALLEY	CA
8/8/2011	883322	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		637.46		
PROTECTION 1				
			Remit to: CAROL STREAM	IL
8/15/2011	209123	42.00	MONITORING SVCS-PRO SHOP/MVTV	21.00
			MONITORING SVCS-PRO SHOP/MVTV	21.00
Vendor Total		42.00		
FYTD for PROTECTION 1		42.00		
PSOMAS				
			Remit to: RIVERSIDE	CA
8/15/2011	209124	17,786.50	SR-60/NASON ST INTRCHNG PROJ	15,746.39
			SR-60/NASON ST INTRCHNG PROJ	2,040.11
Vendor Total		17,786.50		
FYTD for PSOMAS		64,764.00		
PULLIAM, TRENT D.				
			Remit to: MISSION VIEJO	CA
8/8/2011	883323	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		637.46		
QUALITY CODE PUBLISHING, LLC				
			Remit to: SEATTLE	WA
8/29/2011	883449	3,874.17	MUNICIPAL CODE SUPPLEMENT	3,874.17
Vendor Total		3,874.17		
FYTD for QUALITY CODE PUBLISHING, LLC		3,874.17		



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QUATROCHI, STEPHANIE				
			Remit to: MURRIETA	CA
8/15/2011	209125	75.00		
			REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for QUATROCHI, STEPHANIE		75.00		
R & S OVERHEAD DOORS, INC.				
			Remit to: FONTANA	CA
8/15/2011	883383	242.00		
			ROLL-UP DOOR REPAIR-FIRE ST 58	242.00
8/22/2011	883426	242.00		
			AUTO GATE REPAIR-PUB SFTY BLDG	242.00
Vendor Total		484.00		
FYTD for R & S OVERHEAD DOORS, INC.		2,507.00		
RADAR SHOP, THE				
			Remit to: WICHITA	KS
8/8/2011	209033	1,490.00		
			RECERT. OF 17 LIDAR UNITS	1,490.00
Vendor Total		1,490.00		
FYTD for RADAR SHOP, THE		1,490.00		
RALLY MANAGEMENT SERVICES, LLC				
			Remit to: RANCHO CUCAMONGA	CA
8/8/2011	209071	934.74		
			TEMP SVCS-R HENDERSON W/E 4/3	179.82
			TEMP SVCS-J RODRIGUEZ W/E 4/3	3.80
			TEMP SVCS-J RODRIGUEZ W/E 4/3	751.12
Vendor Total		934.74		
FYTD for RALLY MANAGEMENT SERVICES, LLC		934.74		
RAMOS, ROBERTO				
			Remit to: MORENO VALLEY	CA
8/1/2011	208942	480.00		
			INSTRUCTOR SVCS-KINDER KARATE	168.00
			INSTRUCTOR SVCS-KINDER KARATE	21.00
			INSTRUCTOR SVCS-KINDER KARATE	21.00
			INSTRUCTOR SVCS-TAE KWON DO	270.00
8/22/2011	209210	522.00		
			INSTRUCTOR SVCS-TAE KWON DO	270.00
			INSTRUCTOR SVCS-KINDER KARATE	147.00
			INSTRUCTOR SVCS-KINDER KARATE	63.00
			INSTRUCTOR SVCS-SING/THEATER	42.00
Vendor Total		1,002.00		
FYTD for RAMOS, ROBERTO		1,002.00		



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RAMOS, VERONICA				
			Remit to: MORENO VALLEY	CA
8/22/2011	209211	240.00		
			REFUND-RENTAL DEPOSIT	240.00
Vendor Total		240.00		
FYTD for RAMOS, VERONICA		240.00		
RAY-RAMIREZ, DARCY L.				
			Remit to: RIVERSIDE	CA
8/8/2011	209034	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		637.46		
RICK ENGINEERING COMPANY				
			Remit to: RIVERSIDE	CA
8/15/2011	883384	5,900.00		
			DRACAEA AVE SIDEWLK IMPRVMENTS	130.00
			2011 LOCAL ST. PAVEMNT RESURF.	5,770.00
Vendor Total		5,900.00		
FYTD for RICK ENGINEERING COMPANY		20,477.50		
RIGHTWAY SITE SERVICES, INC.				
			Remit to: LAKE ELSINORE	CA
8/1/2011	208943	72.38		
			PORTABLE RESTROOM-GOLF COURSE	72.38
8/8/2011	209036	512.71		
			PORTABLE RESTROOM-GOLF COURSE	72.28
			PORTABLE RESTROOMS-EQUEST. CTR	440.43
8/15/2011	209126	89.55		
			PORTABLE TOILET/SVC-CITY YARD	89.55
Vendor Total		674.64		
FYTD for RIGHTWAY SITE SERVICES, INC.		674.64		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
			Remit to: RIVERSIDE	CA
8/15/2011	209127	4,158.96		
			PVSD LAT "A" RELINQSHMNT FEE	4,158.96
8/29/2011	209281	12,500.00		
			PLAN CHECK COSTS	12,500.00
Vendor Total		16,658.96		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		18,658.96		



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RIVERSIDE AREA RAPE CRISIS CENTER				
8/8/2011	209037	3,146.67	<u>Remit to:</u> RIVERSIDE CA	
			CDBG SVCS-ABUSE PREV PRGM	795.68
			CDBG SVCS-ABUSE PREV PRGM	518.69
			CDBG SVCS-ABUSE PREV PRGM	661.55
			CDBG SVCS-ABUSE PREV PRGM	1,170.75
Vendor Total		3,146.67		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER		3,146.67		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
8/1/2011	208944	1,000.00	<u>Remit to:</u> RIVERSIDE CA	
			8/6/10 COMMUN. SKILLS TRN-ASES	1,000.00
Vendor Total		1,000.00		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		1,000.00		
RIVERSIDE CONSTRUCTION COMPANY, INC				
8/11/2011	1108071	5,762.47	<u>Remit to:</u> RIVERSIDE CA	
			RETENTN PMT PER ESCRW AGREEMNT	5,762.47
8/11/2011	1108072	17,193.86	RETENTN PMT PER ESCRW AGREEMNT	17,193.86
8/11/2011	1108073	1,600.43	RETENTN PMT PER ESCRW AGREEMNT	1,600.43
Vendor Total		24,556.76		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,048,825.72		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
8/29/2011	209282	150.00	<u>Remit to:</u> RIVERSIDE CA	
			RABIES TESTS-ANML SVCS	150.00
Vendor Total		150.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		150.00		
RIVERSIDE COUNTY HABITAT CONSERVATION				
8/1/2011	208974	21,175.00	<u>Remit to:</u> RIVERSIDE CA	
			MITIGATION FEES-2ND QTR 2011	21,175.00
Vendor Total		21,175.00		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		21,175.00		



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RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
			<u>Remit to:</u> RIVERSIDE	CA
8/22/2011	209212	218.54		
			RADIO LEASE/MAINT-PD	174.78
			RADIO LEASE/MAINT-PD	9.71
			RADIO LEASE/MAINT-PD	34.05
8/29/2011	209283	30.01		
			VPN CONNECTION SVCS-TECH SVCS	30.01
Vendor Total		248.55		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		4,030.38		
RIVERSIDE COUNTY SHERIFF				
			<u>Remit to:</u> RIVERSIDE	CA
8/8/2011	883326	10,070.46		
			BOOKING FEES-PD	10,070.46
Vendor Total		10,070.46		
FYTD for RIVERSIDE COUNTY SHERIFF		6,068,092.95		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
			<u>Remit to:</u> RIVERSIDE	CA
8/1/2011	208945	1,251.00		
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-RADAR OPERATOR TRNG	88.00
			REG.-RADAR LASER OPER TRNG	35.00
			REG.-RADAR LASER OPER TRNG	35.00
			REG.-BASIC TRAF COLL INV. TRNG	182.00
			REG.-DRIVING UNDER THE INF TRN	142.00
			REG.-DRIVING UNDER THE INF TRN	142.00
			REG.-DRIVING UNDER THE INF TRN	142.00
8/15/2011	209128	492.00		
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-BICYCLE PATROL COURSE	131.00
			REG.-IDENT THEFT INVESTIG TRNG	99.00
8/29/2011	209284	2,335.00		
			REG.-DRUG ABUSE RECOG. COURSE	97.00
			REG.-INFORMANT MGMT COURSE	92.00
			REG.-INTRMD TRAF COLL INVESTIG	194.00
			REG.-INTRMD TRAF COLL INVESTIG	194.00
			REG.-ADVNC D TRAF COLL INVESTIG	440.00
			REG.-ADVNC D TRAF COLL INVESTIG	440.00
			REG.-TRAF COLL INV, RECONSTR.	439.00
			REG.-TRAF COLL INV, RECONSTR.	439.00
Vendor Total		4,078.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		4,216.00		



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RIVERSIDE COUNTY SHERIFF COURT SERVICES				
			<u>Remit to:</u> RIVERSIDE CA	
8/1/2011	208946	685.81		
			GARNISHMENT	167.28
			GARNISHMENT	518.53
8/15/2011	209129	690.05		
			GARNISHMENT	167.28
			GARNISHMENT	522.77
8/30/2011	209306	0.00		
			GARNISHMENT	1,046.70
			VOIDED CHECK #209306 - 8/31/11	-1,046.70
Vendor Total		1,375.86		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		2,661.77		
RIVERSIDE COUNTY SHERIFF MV				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	209130	11,496.97		
			CONTRACT SVCS-OTS GRANT	1,067.46
			CONTRACT SVCS-OTS GRANT	9,262.24
			CONTRACT SVCS-OTS GRANT	1,167.27
Vendor Total		11,496.97		
FYTD for RIVERSIDE COUNTY SHERIFF MV		46,353.64		
RLZ ENGINEERING				
			<u>Remit to:</u> CORONA CA	
8/29/2011	883450	3,813.00		
			TEMP STAFFING SVCS-CAP PROJS	3,813.00
Vendor Total		3,813.00		
FYTD for RLZ ENGINEERING		10,230.00		
RMA GROUP				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
8/15/2011	209131	17,633.06		
			SR-60/NASON ST INTRCHNG PROJ	4,223.16
			SR-60/NASON ST INTRCHNG PROJ	547.15
			SR-60/NASON ST INTRCHNG PROJ	11,387.39
			SR-60/NASON ST INTRCHNG PROJ	1,475.36
Vendor Total		17,633.06		
FYTD for RMA GROUP		26,424.15		
RODRIGUEZ, JEANETTE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208948	564.60		
			INSTRUCTOR SVCS-TENNIS/BEG. JR	415.80
			INSTRUCTOR SVCS-TENNIS/PEE WEE	148.80
Vendor Total		564.60		
FYTD for RODRIGUEZ, JEANETTE		564.60		



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ROGERS, EUGENE				
			<u>Remit to:</u> PALM SPRINGS CA	
8/8/2011	883327	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		637.46		
ROSENBERG, MARCHE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/22/2011	209213	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for ROSENBERG, MARCHE		20.00		
ROSS, DAVID T.				
			<u>Remit to:</u> MORENO VALLEY CA	
8/8/2011	883328	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		637.46		
ROSSON, LOUIS A.				
			<u>Remit to:</u> PERRIS CA	
8/8/2011	883329	270.80	RETIREE MED AUG '11	174.30
			RETIREE MED AUG '11	96.50
Vendor Total		270.80		
FYTD for ROSSON, LOUIS A.		541.60		
RUSSO, JOHN				
			<u>Remit to:</u> RANCHO MIRAGE CA	
8/8/2011	883330	229.88	RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for RUSSO, JOHN		459.76		



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RYMAX ELECTRIC, INC.				
			Remit to: UPLAND	CA
8/15/2011	209132	2,974.00		
			LIGHTING REPAIRS-ZONE E	256.40
			LIGHTING REPAIRS-ZONE E	44.92
			LIGHTING REPAIRS-ZONE E	949.31
			LIGHTING REPAIRS-ZONE E	279.44
			LIGHTING REPAIRS-ZONE E	619.41
			LIGHTING REPAIRS-ZONE E	199.52
			LIGHTING MAINT-ZONE E1	125.00
			LIGHTING MAINT-ZONE E2	125.00
			LIGHTING MAINT-ZONE E3	125.00
			LIGHTING MAINT-ZONE E7	125.00
			LIGHTING MAINT-ZONE M	125.00
	Vendor Total	2,974.00		
FYTD for RYMAX ELECTRIC, INC.		2,974.00		
SA ASSOCIATES				
			Remit to: ARCADIA	CA
8/15/2011	883386	7,575.00		
			TEMP STAFFING SVCS-CAP PROJS	7,575.00
	Vendor Total	7,575.00		
FYTD for SA ASSOCIATES		12,975.00		
SABRE LIGHTING AND SIGNS				
			Remit to: MORENO VALLEY	CA
8/15/2011	209133	325.00		
			PAINT/RE-LETTER LP TANK-FS #2	325.00
	Vendor Total	325.00		
FYTD for SABRE LIGHTING AND SIGNS		325.00		
SAFETY KLEEN CORP.				
			Remit to: HIGHLAND	CA
8/22/2011	209214	155.49		
			PARTS WASHER SOLVENT	155.49
	Vendor Total	155.49		
FYTD for SAFETY KLEEN CORP.		289.82		
SAFE-WAY ELECTRIC				
			Remit to: CHINO	CA
8/29/2011	209285	120.00		
			REFUND-ELECTRICAL PERMIT FEES	120.00
	Vendor Total	120.00		
FYTD for SAFE-WAY ELECTRIC		120.00		



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SAFEWAY SIGN CO.				
			<u>Remit to:</u> ADELANTO	CA
8/15/2011	883387	2,913.24		
			TRAFFIC SIGNS/HARDWARE	1,721.31
			TRAFFIC SIGNS/HARDWARE	1,191.93
	Vendor Total	2,913.24		
FYTD for SAFEWAY SIGN CO.		2,913.24		
SALVATION ARMY				
			<u>Remit to:</u> MORENO VALLEY	CA
8/22/2011	209215	4,820.00		
			FOOD PANTRY PROGRAM SVCS	4,820.00
	Vendor Total	4,820.00		
FYTD for SALVATION ARMY		4,820.00		
SC SIGNS				
			<u>Remit to:</u> TEMECULA	CA
8/22/2011	209216	2,625.00		
			PUBLIC HEARING SITE POSTINGS	1,470.00
			PUBLIC HEARING SITE POSTINGS	1,155.00
	Vendor Total	2,625.00		
FYTD for SC SIGNS		2,625.00		
SCAN C/O CITY TV				
			<u>Remit to:</u> SANTA MONICA	CA
8/8/2011	209038	25.00		
			ANNUAL MEMBERSHIP DUES	25.00
	Vendor Total	25.00		
FYTD for SCAN C/O CITY TV		25.00		
SCHNAUZER RESCUE				
			<u>Remit to:</u> REDONDO BEACH	CA
8/15/2011	209134	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for SCHNAUZER RESCUE		20.00		
SCMAF S. CA MUNI. ATHLETIC FEDERATION				
			<u>Remit to:</u> SOUTH EL MONTE	CA
8/15/2011	209135	140.00		
			2011 MEMBERSHIP DUES	140.00
	Vendor Total	140.00		
FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION		140.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SECTRAN SECURITY, INC				
			<u>Remit to:</u> LOS ANGELES	CA
8/15/2011	209136	477.00		
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
8/22/2011	209217	477.00		
			ARMORED TRANSPORT SVCS-UTILITY	159.00
			ARMORED TRANSPORT SVCS-PARKS	159.00
			ARMORED TRANSPORT SVCS-CASHIER	159.00
Vendor Total		954.00		
FYTD for SECTRAN SECURITY, INC		1,431.00		
SECURITY LOCK & KEY				
			<u>Remit to:</u> YUCAIPA	CA
8/8/2011	883331	60.00		
			LOCK SERVICES-LIBRARY	15.00
			LOCK SERVICES-LIBRARY	45.00
8/22/2011	883428	202.42		
			LOCK CHANGE/KEYS-ASES HDQTRS	202.42
8/29/2011	883451	98.84		
			RE-KEY CYLINDERS-SHADOW MTN PK	45.00
			DUPLICATE KEYS	8.20
			TRIP CHARGE	45.00
			CA SALES TAX (KEYS)	0.64
Vendor Total		361.26		
FYTD for SECURITY LOCK & KEY		1,411.39		
SHARRETT, SHARON K.				
			<u>Remit to:</u> ONTARIO	CA
8/8/2011	209039	174.30		
			RETIREE MED AUG '11	174.30
Vendor Total		174.30		
FYTD for SHARRETT, SHARON K.		348.60		
SHAW, CYAN				
			<u>Remit to:</u> MORENO VALLEY	CA
8/22/2011	209218	425.00		
			REFUND-RENTAL DEPOSIT	425.00
Vendor Total		425.00		
FYTD for SHAW, CYAN		425.00		
SHELDON, STUART H.				
			<u>Remit to:</u> MURRIETA	CA
8/8/2011	209040	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		637.46		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHELL OIL CO.				
			Remit to: COLUMBUS	OH
8/8/2011	209041	48.30	FUEL PURCHASES	48.30
8/8/2011	209042	1,285.91	FUEL PURCHASES	1,285.91
8/8/2011	209043	56.12	FUEL PURCHASES	56.12
8/8/2011	209044	236.46	FUEL PURCHASES	236.46
8/22/2011	209219	68.21	FUEL PURCHASE	68.21
8/22/2011	209220	210.29	FUEL PURCHASES	210.29
8/22/2011	209221	42.55	FUEL PURCHASES	42.55
8/22/2011	209222	60.00	FUEL PURCHASE	60.00
Vendor Total		2,007.84		
FYTD for SHELL OIL CO.		2,140.09		
SHERWOOD, JOSHUA				
			Remit to: RIVERSIDE	CA
8/8/2011	209045	20.00	REFUND-RAB DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SHERWOOD, JOSHUA		20.00		
SHREINER, ABRAHAM				
			Remit to: MORENO VALLEY	CA
8/29/2011	209286	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for SHREINER, ABRAHAM		50.00		
SILVAS, CYNTHIA				
			Remit to: MENIFEE	CA
8/15/2011	209137	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SILVAS, CYNTHIA		20.00		
SIMMS, KARYN				
			Remit to: UPLAND	CA
8/1/2011	208949	200.00	REFUND-RNTL DEPOSIT 7/15/11	200.00
Vendor Total		200.00		
FYTD for SIMMS, KARYN		200.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SINGER & COFFIN, APC				
			<u>Remit to:</u> IRVINE	CA
8/1/2011	883248	5,511.00		
			LEGAL SVCS	828.00
			LEGAL SVCS	4,683.00
8/15/2011	883388	648.00		
			LEGAL SVCS	648.00
Vendor Total		6,159.00		
FYTD for SINGER & COFFIN, APC		6,159.00		
SKY PUBLISHING				
			<u>Remit to:</u> MORENO VALLEY	CA
8/1/2011	208950	857.00		
			SHOP MOVAL ADVERTISING	857.00
8/8/2011	209046	13,421.52		
			PRINTING-REC GUIDE FALL/WINTER	13,421.52
8/22/2011	209223	875.00		
			MAGAZINE AD-USED OIL COLL. CTR	875.00
Vendor Total		15,153.52		
FYTD for SKY PUBLISHING		15,153.52		
SKY TRAILS MOBILE VILLAGE				
			<u>Remit to:</u> LOS ANGELES	CA
8/8/2011	883332	61.44		
			REFUND-UUT USER TAXES	61.44
Vendor Total		61.44		
FYTD for SKY TRAILS MOBILE VILLAGE		119.20		
SLAGERMAN, SUSAN A.				
			<u>Remit to:</u> MORENO VALLEY	CA
8/8/2011	883333	318.73		
			RETIREE MED JUL '11, PD AUG '1	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		637.46		
SMITH, MARIA A.				
			<u>Remit to:</u> MORENO VALLEY	CA
8/8/2011	883334	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		637.46		
SOCAL ENGINEERS, INC.				
			<u>Remit to:</u> IRVINE	CA
8/29/2011	209288	19,141.93		
			RELEASE OF STOP NOTICE-RAMIREZ	4,477.12
			RELEASE OF STOP NOTICE-RAMIREZ	14,664.81
Vendor Total		19,141.93		
FYTD for SOCAL ENGINEERS, INC.		19,141.93		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOCO GROUP, INC				
			Remit to: PERRIS	CA
8/1/2011	883249	7,804.10	FUEL PURCHASE	7,804.10
8/8/2011	883335	21,043.54	FUEL PURCHASE	6,784.79
			FUEL PURCHASE	7,509.21
			FUEL PURCHASE	6,749.54
8/15/2011	883389	7,422.82	FUEL PURCHASE	7,422.82
8/22/2011	883429	7,351.36	FUEL PURCHASE	7,351.36
Vendor Total		43,621.82		
FYTD for SOCO GROUP, INC		58,293.12		
SOSA, HUGO				
			Remit to: ELK GROVE	CA
8/22/2011	209224	570.00	INSTRUCTOR SVCS-KARATEDO CLASS	240.00
			INSTRUCTOR SVCS-KARATEDO CLASS	300.00
			INSTRUCTOR SVCS-KARATEDO CLASS	30.00
Vendor Total		570.00		
FYTD for SOSA, HUGO		570.00		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
			Remit to: DIAMOND BAR	CA
8/29/2011	209289	89.75	ANNL OPER FEE-FUEL SYS.-FS #65	89.75
8/29/2011	209290	112.85	EMISSIONS FEE-FS #65	112.85
Vendor Total		202.60		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		1,046.23		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
8/1/2011	208951	4,582.25		
			ELECTRICITY	21.50
			ELECTRICITY	32.28
			ELECTRICITY	24.14
			ELECTRICITY	25.21
			ELECTRICITY	21.99
			ELECTRICITY	23.56
			ELECTRICITY	95.98
			ELECTRICITY	1,278.35
			ELECTRICITY	546.54
			ELECTRICITY	179.16
			ELECTRICITY	391.51
			ELECTRICITY	1,314.68
			ELECTRICITY	138.81
			ELECTRICITY	307.09
			ELECTRICITY	94.22
			ELECTRICITY	87.23
8/1/2011	208952	308.35		
			RELIABILITY SERVICE	308.35
8/8/2011	209048	8,188.58		
			ELECTRICITY	71.16
			ELECTRICITY	169.94
			ELECTRICITY	1,613.05
			ELECTRICITY	929.24
			ELECTRICITY	2,023.00
			ELECTRICITY	766.89
			ELECTRICITY	904.38
			ELECTRICITY	317.11
			ELECTRICITY	23.93
			ELECTRICITY	1,015.20
			ELECTRICITY	172.09
			ELECTRICITY	116.62
			ELECTRICITY	65.97
8/15/2011	209140	302.93		
			RELIABILITY SERVICES	302.93
8/22/2011	209225	17,765.82		
			ELECTRICITY	1,667.12
			ELECTRICITY	43.75
			ELECTRICITY	603.59
			ELECTRICITY	47.40
			ELECTRICITY	639.71
			ELECTRICITY	1,013.95
			ELECTRICITY	200.40
			ELECTRICITY	4,814.19
			ELECTRICITY	1,979.44
			ELECTRICITY	1,658.37
			ELECTRICITY	46.88
			ELECTRICITY	98.72
			ELECTRICITY	21.26
			ELECTRICITY	3,971.96
			ELECTRICITY	480.45



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	21.26
			ELECTRICITY	118.81
			ELECTRICITY	118.98
			ELECTRICITY	147.01
			ELECTRICITY	72.57

Vendor Total **31,147.93**

FYTD for SOUTHERN CALIFORNIA EDISON	552,425.70
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SOUTHERN CALIFORNIA GAS CO.

Remit to: **MONTEREY PARK CA**

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
8/22/2011	209226	2,740.15	GAS CHARGES	19.02
			GAS CHARGES	1,527.97
			GAS CHARGES	14.79
			GAS CHARGES	14.79
			GAS CHARGES	315.31
			GAS CHARGES	97.85
			GAS CHARGES	21.57
			GAS CHARGES	112.22
			GAS CHARGES	71.47
			GAS CHARGES	78.91
			GAS CHARGES	44.45
			GAS CHARGES	67.63
			GAS CHARGES	60.88
			GAS CHARGES	100.18
			GAS CHARGES	26.86
			GAS CHARGES	166.25

Vendor Total **2,740.15**

FYTD for SOUTHERN CALIFORNIA GAS CO.	7,421.24
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SPARKLETTS

Remit to: **DALLAS TX**

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
8/1/2011	208953	32.60	WATER SERVICE-EOC	32.60
8/8/2011	209049	5.00	WATER SERVICE-GOLF COURSE	5.00
8/15/2011	209142	10.25	WATER SERVICE-CREEKSIDE ELEM	5.75
			WATER SERVICE-ARMADA ELEM.	4.50
8/22/2011	209227	19.25	WATER SERVICE-SUNNYMD ELEM.	4.50
			WATER SERVICE-ARMADA ELEM.	4.50
			WATER SERVICE-CREEKSIDE ELEM.	5.75
			WATER SERVICE-EMERG MGMT SVCS	4.50
8/29/2011	209293	5.00	WATER SERVICE-GOLF COURSE	5.00

Vendor Total **72.10**

FYTD for SPARKLETTS	129.43
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SPECK, GARY B.				
8/8/2011	883336	318.73	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		637.46		
SPENCER, MARTHA				
8/8/2011	883337	229.88	Remit to: MORENO VALLEY CA RETIREE MED AUG '11	229.88
Vendor Total		229.88		
FYTD for SPENCER, MARTHA		459.76		
SPRINT				
8/8/2011	209050	30.00	Remit to: KANSAS CITY MO SUBPOENA COMPLNCE-MV112010198	30.00
Vendor Total		30.00		
FYTD for SPRINT		60.00		
SPRINT/NEXTEL				
8/8/2011	883338	35.46	Remit to: CAROL STREAM IL CELL PHONE SVCS-GANG TASK FRC	35.46
Vendor Total		35.46		
FYTD for SPRINT/NEXTEL		675.78		
STABLER, MARK				
8/1/2011	208954	25.00	Remit to: NUEVO CA REFUND-CITATION COURT FEE	25.00
Vendor Total		25.00		
FYTD for STABLER, MARK		25.00		
STANDARD INSURANCE CO				
8/1/2011	208955	1,855.19	Remit to: PORTLAND OR SUPPLEMENTAL INSURANCE	1,855.19
Vendor Total		1,855.19		
FYTD for STANDARD INSURANCE CO		60,410.82		



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STANLEY CONVERGENT SECURITY SOLUTNS, INC			<u>Remit to:</u> RIVERSIDE	CA
8/1/2011	883250	3,154.77		
			MONITORING SVCS-TRANSP TRAILER	35.00
			MONITORING SVCS-CITY YARD	92.00
			MONITORING SVCS-SP DIST ANNEX	27.00
			MONITORING SVCS-SENIOR CTR	128.89
			MONITORING SVCS-FACIL. ANNEX	64.00
			MONITORING SVCS-CITY YARD	535.00
			MONITORING SVCS-TRANSP TRAILER	70.00
			MONITORING SVCS-SP DIST ANNEX	78.00
			MONITORING SVCS-SENIOR CTR	204.14
			MONITORING SVCS-ANIMAL SHELTER	249.99
			MONITORING SVCS-FACIL. ANNEX	128.00
			MONITORING SVCS-PARK SNCK BARS	172.92
			MONITORING SVCS-MARCH FLD C.C.	105.00
			MONITORING SVCS-ANNEX BLDG 1	105.00
			MONITORING SVCS-CONF & REC CTR	492.00
			MONITORING SVCS-SP DIST ANNEX	147.00
			MONITORING SVCS-T.S. ANNEX	105.00
			MONITORING SVCS-PUB SFTY BLDG	194.85
			MONITORING SVCS-TOWNGATE C.C.	220.98
8/8/2011	883339	2,643.82		
			MONITORING SVCS-FIRE ST #58	55.00
			MONITORING SVCS-MARB ASES BLDG	100.70
			MONITORING SVCS-MARB ASES BLDG	159.00
			MONITORING SVCS-FIRE ST #58	110.00
			MONITORING SVCS-ANNEX BLDG 1	207.00
			MONITORING SVCS-TS ANNEX	234.00
			MONITORING SVCS-RED MAPLE	354.00
			MONITORING SVCS-GANG TSK FORCE	99.00
			MONITORING SVCS-PARK SNCK BARS	179.35
			MONITORING SVCS-MORRISON PARK	227.16
			MONITORING SVCS-CITY HALL	376.50
			MONITORING SVCS-LIBRARY	329.55
			MONITORING SVCS-MARCH FLD PARK	212.56
8/15/2011	883390	220.00		
			MONITORING SVCS-EOC	110.00
			MONITORING SVCS-EOC	110.00
8/29/2011	883453	179.35		
			MONITORING SVCS-PARK SNCK BARS	179.35
Vendor Total		6,197.94		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		6,337.94		
STATE BOARD OF EQUALIZATION			<u>Remit to:</u> SACRAMENTO	CA
8/24/2011	73111	2,391.00		
			SALES & USE TAX 7/1-7/31/11	2,391.00
Vendor Total		2,391.00		
FYTD for STATE BOARD OF EQUALIZATION		13,887.25		



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STATE DISBURSEMENT UNIT				
			<u>Remit to:</u> WEST SACRAMENTO CA	
8/4/2011	2902	2,082.98	CHILD SUPPORT W/H 8/4/11	2,082.98
8/18/2011	2910	2,076.10	CHILD SUPPORT W/H 8/18/11	2,076.10
Vendor Total		4,159.08		
FYTD for STATE DISBURSEMENT UNIT		8,494.48		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
			<u>Remit to:</u> SACRAMENTO CA	
8/8/2011	209051	3,943.00	BLOOD ALCOHOL ANALYSIS SVCS-PD FINGERPRINTING SVCS-PD	35.00 3,908.00
8/22/2011	209228	1,974.00	FINGERPRINTING SVCS-BUS. LIC. FINGERPRINTING SVCS-PRKS & REC FINGERPRINTING SVCS-H.R. FINGERPRINTING SVCS-ASES FINGERPRINTING SVCS-EMERG SVCS FINGERPRINTING SVCS-EMERG SVCS FINGERPRINTING SVCS-PD FINGERPRINTING SVCS-PRKS & REC FINGERPRINTING SVCS-PRKS & REC FINGERPRINTING SVCS-H.R. FINGERPRINTING SVCS-BUS. LIC. BLOOD ALCOHOL ANALYSIS SVCS-PD	224.00 32.00 384.00 192.00 8.00 24.00 32.00 204.00 20.00 192.00 32.00 630.00
Vendor Total		5,917.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		12,920.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
			<u>Remit to:</u> SACRAMENTO CA	
8/8/2011	209052	170.18	REFUND-MVU/R.L. CHISM REFUND-MVU/LAUREN DUNN	22.35 147.83
Vendor Total		170.18		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		297.22		
STEININGER, RICHELLE				
			<u>Remit to:</u> MORENO VALLEY CA	
8/1/2011	208956	75.00	REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for STEININGER, RICHELLE		95.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STERICYCLE (BFI)				
8/8/2011	883340	622.16	Remit to: LOUISVILLE KY HAZARDOUS WASTE PICK UP	622.16
Vendor Total		622.16		
FYTD for STERICYCLE (BFI)		622.16		
STEWART, CLIFFORD				
8/8/2011	883341	267.88	Remit to: GLENDALE AZ RETIREE MED AUG '11	267.88
Vendor Total		267.88		
FYTD for STEWART, CLIFFORD		535.76		
STILES ANIMAL REMOVAL, INC.				
8/22/2011	209229	150.00	Remit to: GUASTI CA LARGE ANIMAL CARCASS REMOVAL	150.00
Vendor Total		150.00		
FYTD for STILES ANIMAL REMOVAL, INC.		450.00		
STK ARCHITECTURE, INC.				
8/1/2011	883251	10,750.00	Remit to: SAN JACINTO CA NEEDS ANALYSIS/SPACE PLAN SVCS	10,750.00
8/15/2011	883391	5,398.45	MORRISON PARK FIRE STN PROJ	5,398.45
8/29/2011	883454	1,177.50	NEEDS ANALYSIS/SPACE PLAN SVCS	1,177.50
Vendor Total		17,325.95		
FYTD for STK ARCHITECTURE, INC.		17,325.95		
STRADLING, YOCCA, CARLSON & RAUTH				
8/8/2011	209053	9,942.65	Remit to: NEWPORT BEACH CA LEGAL SVCS	1,400.06
			LEGAL SVCS	325.00
			LEGAL SVCS	8,217.59
8/8/2011	110805	4,000.00	BOND COUNSEL REVIEW	4,000.00
Vendor Total		13,942.65		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		15,492.75		
STRICKLER II, JOHN W.				
8/8/2011	883342	318.73	Remit to: SAN BERNARDINO CA RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		637.46		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE				
			Remit to: MORENO VALLEY	CA
8/1/2011	208957	0.00	MISC SUPPLIES-PD	5.42
			VOIDED CHECK #208957 - 9/20/11	-5.42
8/8/2011	209054	250.13	MISC SUPPLIES-FIRE DEPT	12.35
			MISC SUPPLIES-FIRE DEPT	30.15
			MISC SUPPLIES-FIRE DEPT	153.36
			MISC SUPPLIES-FIRE DEPT	36.62
			MISC SUPPLIES-PD	6.58
			MISC SUPPLIES-PD	7.24
			MISC SUPPLIES-PD	3.83
8/22/2011	209230	77.53	ITEMS FOR PD SUBSTATIONS	77.53
8/29/2011	209294	59.49	MISC SUPPLIES-FIRE DEPT	38.60
			MISC SUPPLIES-FIRE DEPT	13.36
			MISC SUPPLIES-FIRE DEPT	7.53
Vendor Total		387.15		
FYTD for SUNNYMEAD ACE HARDWARE		397.71		
SUNNYMEAD VETERINARY CLINIC				
			Remit to: MORENO VALLEY	CA
8/1/2011	208958	420.00	EMERG/AFTER-HRS VET SVCS	420.00
Vendor Total		420.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		420.00		
SUPERIOR #127				
			Remit to: MORENO VALLEY	CA
8/1/2011	208959	120.00	REFUND-FALSE ALARM DUP PYMT	120.00
Vendor Total		120.00		
FYTD for SUPERIOR #127		120.00		
TAX COMPLIANCE SERVICES				
			Remit to: THOUSAND OAKS	CA
8/1/2011	208960	6,250.00	UUT COMPLIANCE SVCS	6,250.00
Vendor Total		6,250.00		
FYTD for TAX COMPLIANCE SERVICES		12,500.00		
TECHNOFIT, INC.				
			Remit to: NORTH HILLS	CA
8/8/2011	209055	175.00	SERVICE CALL-FS#2 TREADMILL	175.00
Vendor Total		175.00		
FYTD for TECHNOFIT, INC.		175.00		



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TEK TIME SYSTEMS, LLC				
			Remit to: SAN BERNARDINO	CA
8/29/2011	883455	18.47		
			RIBBON FOR TIME STAMP MACHINE	18.47
Vendor Total		18.47		
FYTD for TEK TIME SYSTEMS, LLC		286.72		
THERMAL-COOL INC.				
			Remit to: RIVERSIDE	CA
8/8/2011	209056	387.40		
			REPAIR SVCS-EOC BOILER	387.40
8/22/2011	209232	2,958.74		
			REPLACE T-STAT @ PSB SERVER RM	2,958.74
Vendor Total		3,346.14		
FYTD for THERMAL-COOL INC.		3,346.14		
THI, DO CHI UYEN				
			Remit to: MORENO VALLEY	CA
8/1/2011	208961	10.00		
			REFUND-CITATION OVRPMT	10.00
Vendor Total		10.00		
FYTD for THI, DO CHI UYEN		10.00		
THOMSON REUTERS INC				
			Remit to: ENCINO	CA
8/8/2011	209057	430.66		
			LEGAL PUBLICATIONS SUBSCRPTNS	430.66
Vendor Total		430.66		
FYTD for THOMSON REUTERS INC		430.66		
TMAD TAYLOR & GAINES				
			Remit to: ONTARIO	CA
8/22/2011	209233	1,314.00		
			GENERATOR ANALYSIS/STUDY	1,314.00
8/29/2011	209295	5,357.21		
			CITY HALL HVAC SYSTEM REDESIGN	5,357.21
Vendor Total		6,671.21		
FYTD for TMAD TAYLOR & GAINES		20,046.80		
T-MOBILE WEST CORPORATION				
			Remit to: ONTARIO	CA
8/22/2011	209231	3,646.80		
			REFUND-CONDITIONAL USE PERMIT	3,081.60
			REFUND-CONDITIONAL USE PERMIT	302.80
			REFUND-CONDITIONAL USE PERMIT	110.40
			REFUND-CONDITIONAL USE PERMIT	26.00
			REFUND-CONDITIONAL USE PERMIT	126.00
Vendor Total		3,646.80		
FYTD for T-MOBILE WEST CORPORATION		3,646.80		



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TRICHE, TARA				
			Remit to: MORENO VALLEY	CA
8/22/2011	209235	1,998.00		
			INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	177.60
			INSTRUCTOR SVCS-BALLET/ACRO	244.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	155.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	333.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	177.60
			INSTRUCTOR SVCS-HIP HOP DANCE	377.40
Vendor Total		1,998.00		
FYTD for TRICHE, TARA		4,528.80		
TRI-CITY LINEN SUPPLY, INC.				
			Remit to: RIVERSIDE	CA
8/8/2011	209058	75.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
8/22/2011	209234	75.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	25.00
Vendor Total		150.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		225.00		
TRINITY BAPTIST CHURCH				
			Remit to: MORENO VALLEY	CA
8/8/2011	209059	20.00		
			REFUND-FALSE ALARM OVERPAYMENT	20.00
Vendor Total		20.00		
FYTD for TRINITY BAPTIST CHURCH		20.00		
TROPICAL PLAZA NURSERY, INC.				
			Remit to: VILLA PARK	CA
8/15/2011	209144	16,315.26		
			LNDSCP MAINT-ZONE E-2	15,700.00
			IRRIGATION REPAIRS-ZONE E-2	615.26
Vendor Total		16,315.26		
FYTD for TROPICAL PLAZA NURSERY, INC.		33,379.39		
TROXEL, BETH				
			Remit to: MORENO VALLEY	CA
8/8/2011	209060	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for TROXEL, BETH		50.00		



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TRUGREEN LANDCARE				
			<u>Remit to:</u> RIVERSIDE CA	
8/29/2011	883456	2,485.00	LNDSCP MAINT.-ZONE E-16	2,485.00
Vendor Total		2,485.00		
FYTD for TRUGREEN LANDCARE		16,578.25		
TUNTLAND, JAMES				
			<u>Remit to:</u> PRESCOTT AZ	
8/8/2011	883343	267.88	RETIREE MED AUG '11	267.88
Vendor Total		267.88		
FYTD for TUNTLAND, JAMES		535.76		
TURBOSCAPE, INC.				
			<u>Remit to:</u> SANTA CLARA UT	
8/29/2011	883457	6,300.00	INSTALL FIBAR CHIPS-CITY PARKS	5,000.00
			INSTALL FIBAR CHIPS-CITY PARKS	1,300.00
Vendor Total		6,300.00		
FYTD for TURBOSCAPE, INC.		23,100.00		
U.S. HEALTHWORKS MEDICAL GROUP				
			<u>Remit to:</u> LOS ANGELES CA	
8/8/2011	209061	115.00	FIT FOR DUTY EVALUATION-DOT	115.00
Vendor Total		115.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		165.00		
UNDERGROUND SERVICE ALERT				
			<u>Remit to:</u> CORONA CA	
8/1/2011	883252	450.00	DIGALERT TICKETS SUBSCRPTN SVC	112.50
			DIGALERT TICKETS SUBSCRPTN SVC	112.50
			DIGALERT TICKETS SUBSCRPTN SVC	112.50
			DIGALERT TICKETS SUBSCRPTN SVC	112.50
Vendor Total		450.00		
FYTD for UNDERGROUND SERVICE ALERT		883.50		
UNION BANK OF CALIFORNIA				
			<u>Remit to:</u> SAN DIEGO CA	
8/8/2011	209062	291.67	INVESTMENT SAFEKEEPING SVCS	291.67
8/29/2011	209296	291.67	INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		583.34		
FYTD for UNION BANK OF CALIFORNIA		875.01		



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UNITED INSPECTION & TESTING INC				
			<u>Remit to:</u> MORENO VALLEY CA	
8/15/2011	883393	965.00		
			AUTO MALL PYLON SIGN PROJECT	20.00
			AUTO MALL PYLON SIGN PROJECT	945.00
Vendor Total		965.00		
FYTD for UNITED INSPECTION & TESTING INC		3,152.00		
UNITED ROTARY BRUSH CORP				
			<u>Remit to:</u> ESCONDIDO CA	
8/1/2011	883253	227.76		
			BROOM KITS-ST SWEEPER	227.76
8/22/2011	883430	3,664.87		
			BROOM KITS-ST SWEEPER	859.59
			BROOM KITS-ST SWEEPER	226.51
			BROOM KITS-ST SWEEPER	859.59
			BROOM KITS-ST SWEEPER	1,266.16
			BROOM KITS-ST SWEEPER	453.02
Vendor Total		3,892.63		
FYTD for UNITED ROTARY BRUSH CORP		5,393.65		
UNITED SITE SERVICES OF CA, INC.				
			<u>Remit to:</u> EL MONTE CA	
8/8/2011	883344	106.40		
			FENCE RENTAL-ANIMAL SHELTER	106.40
Vendor Total		106.40		
FYTD for UNITED SITE SERVICES OF CA, INC.		213.79		
UNITED STATES TREASURY				
			<u>Remit to:</u> FRESNO CA	
8/1/2011	208962	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
8/15/2011	209145	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
8/30/2011	209307	61.03		
			PAYROLL DEDUCTION AGREEMENT	61.03
8/30/2011	209308	50.00		
			GARNISHMENT	50.00
Vendor Total		211.03		
FYTD for UNITED STATES TREASURY		311.03		



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UNITED WAY OF INLAND VALLEYS				
			Remit to: RIVERSIDE	CA
8/1/2011	208963	489.69	UNITED WAY CONTRIBUTIONS	489.69
8/15/2011	209146	489.69	UNITED WAY CONTRIBUTIONS	489.69
8/29/2011	209297	489.69	UNITED WAY CONTRIBUTIONS	489.69
Vendor Total		1,469.07		
FYTD for UNITED WAY OF INLAND VALLEYS		2,458.45		
USA MOBILITY/ARCH WIRELESS				
			Remit to: ALEXANDRIA	VA
8/8/2011	883345	36.71	PAGER SERVICE-PARK RANGERS	1.81
			PAGER SERVICE-TRANSP. DIV	4.66
			PAGER SERVICE-ANIMAL SVCS	30.24
8/15/2011	883394	36.51	PAGER SERVICE-PARK RANGERS	1.81
			PAGER SERVICE-TRANSP. DIV	4.66
			PAGER SERVICE-ANIMAL SVCS	30.04
Vendor Total		73.22		
FYTD for USA MOBILITY/ARCH WIRELESS		73.22		
VA CONSULTING, INC.				
			Remit to: IRVINE	CA
8/1/2011	883254	8,804.90	AUTO MALL ST. IMPRVMNTS PROJ	1,704.85
			AUTO MALL ST. IMPRVMNTS PROJ	7,100.05
Vendor Total		8,804.90		
FYTD for VA CONSULTING, INC.		8,804.90		



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VACATE PEST ELIMINATION COMPANY			<u>Remit to:</u> MORENO VALLEY	CA
8/1/2011	883255	1,500.00	TREATMENT FOR BEES	150.00
			TREATMENT FOR BEES	150.00
			TREATMENT FOR BEES/HIVE RMVL	500.00
			TREATMENT FOR BEES/PALM TREE	250.00
			TREATMENT FOR BEES/OLIVE TREES	300.00
			TREATMENT FOR BEES/SDWALK TREE	150.00
8/8/2011	883346	1,870.00	PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-FIRE ST. #58	45.00
			PEST CNTRL-FIRE ST. #2	45.00
			PEST CNTRL-FIRE ST. #48	45.00
			PEST CNTRL-FIRE ST. #65	45.00
			PEST CNTRL-FIRE ST. #6	45.00
			PEST CNTRL-FIRE ST. #91	45.00
			PEST CNTRL-TOWNGATE COMM CTR	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-UTIL. FIELD OFFICE	45.00
			PEST CNTRL-PUB SAFETY BLDG	75.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MTV STUDIO	22.50
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP TRAILER	45.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
			BEE HIVE REMOVAL-13473 PERRIS	400.00
			BEE HIVE REMOVL-HEACOCK/LAKE S	150.00
			BEE HIVE REMOVL-26060 BAY AVE	150.00
8/22/2011	883431	180.00	RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
Vendor Total		3,550.00		
FYTD for VACATE PEST ELIMINATION COMPANY		4,945.00		
VALI COOPER & ASSOCIATES, INC.			<u>Remit to:</u> POINT RICHMOND	CA
8/15/2011	883395	14,700.00	TEMP STAFFING SVCS-CAP PROJS	7,280.00
			TEMP STAFFING SVCS-CAP PROJS	7,420.00
Vendor Total		14,700.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		22,820.00		



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VALLEY CITIES GONZALES FENCE CO				
8/29/2011	209298	1,500.00	Remit to: NORCO FENCE INSTALL.-PATRIOT PARK	CA 1,500.00
Vendor Total		1,500.00		
FYTD for VALLEY CITIES GONZALES FENCE CO		1,500.00		
VASQUEZ, ROBERT				
8/15/2011	209147	20.00	Remit to: MORENO VALLEY REFUND-RABIES DEPOSIT	CA 20.00
Vendor Total		20.00		
FYTD for VASQUEZ, ROBERT		20.00		
VAUGHN, ARLENE				
8/29/2011	209299	57.00	Remit to: MORENO VALLEY REFUND-LEADERSHP ACAD CLASS	CA 57.00
Vendor Total		57.00		
FYTD for VAUGHN, ARLENE		57.00		
VAVRINEK, TRINE, DAY & CO., LLP				
8/1/2011	208964	14,795.00	Remit to: SACRAMENTO ACCOUNTING SVCS	CA 14,795.00
Vendor Total		14,795.00		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		30,685.00		
VEHICLE REGISTRATION COLLECTIONS				
8/1/2011	208965	161.00	Remit to: RANCHO CORDOVA GARNISHMENT	CA 161.00
Vendor Total		161.00		
FYTD for VEHICLE REGISTRATION COLLECTIONS		161.00		
VELASQUEZ, BETHANY				
8/22/2011	209236	47.00	Remit to: MORENO VALLEY REFUND-GUITAR CLASS REGIST	CA 47.00
Vendor Total		47.00		
FYTD for VELASQUEZ, BETHANY		47.00		
VELASQUEZ, WENDY				
8/22/2011	209237	72.00	Remit to: MORENO VALLEY REFUND-CLASS FEE	CA 72.00
Vendor Total		72.00		
FYTD for VELASQUEZ, WENDY		72.00		



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VERIZON				
			Remit to: TRENTON	NJ
8/1/2011	208966	1,716.12	BACKBONE CHARGES	1,716.12
8/22/2011	209238	1,737.29	BACKBONE CHARGES	1,737.29
Vendor Total		3,453.41		
FYTD for VERIZON		3,453.41		
VERIZON CALIFORNIA				
			Remit to: DALLAS	TX
8/1/2011	208967	627.45	PHONE CHARGES-ERC	627.45
8/22/2011	209239	10.20	PHONE LISTING CHARGE-ADDTL	10.20
8/29/2011	209300	617.47	PHONE CHARGES-ERC	617.47
Vendor Total		1,255.12		
FYTD for VERIZON CALIFORNIA		1,427.75		
VICTOR MEDICAL CO				
			Remit to: LAKE FOREST	CA
8/1/2011	208968	2,180.86	ANIMAL MEDICAL SUPPLIES	2,180.86
8/15/2011	209148	802.74	ANIMAL MEDICAL SUPPLIES	802.74
Vendor Total		2,983.60		
FYTD for VICTOR MEDICAL CO		3,631.75		
VIEWU				
			Remit to: SEATTLE	WA
8/8/2011	209063	10,822.40	WEARABLE VIDEO CAMERAS FOR PD	10,799.40
			FREIGHT	23.00
			CA USE TAX	836.95
			CA USE TAX ACCRUAL	-836.95
Vendor Total		10,822.40		
FYTD for VIEWU		20,991.40		
VIGIL, ERNEST				
			Remit to: MORENO VALLEY	CA
8/8/2011	883347	318.73	RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		637.46		



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VILLAGE NURSERIES WHOLESale, LLC				
8/22/2011	883432	1,106.48	Remit to: ORANGE CA PLANTS/TREES FOR CFD #1 PARKS	1,106.48
Vendor Total		1,106.48		
FYTD for VILLAGE NURSERIES WHOLESale, LLC		4,915.97		
VISION SERVICE PLAN				
8/1/2011	883256	3,960.05	Remit to: SAN FRANCISCO CA EMPLOYEE VISION INSURANCE	3,960.05
Vendor Total		3,960.05		
FYTD for VISION SERVICE PLAN		7,911.51		
VISTA PAINT CORPORATION				
8/15/2011	209149	1,176.75	Remit to: MORENO VALLEY CA PAINT/SUPPLIES-GRAFFITI RMVL PAINT/SUPPLIES-GRAFFITI RMVL	834.70 342.05
Vendor Total		1,176.75		
FYTD for VISTA PAINT CORPORATION		1,437.86		
VOLUNTEER CENTER OF RIVERSIDE COUNTY				
8/15/2011	209157	1,941.06	Remit to: RIVERSIDE CA 211 CALL CTR INFO/REFERRAL SVC 211 CALL CTR INFO/REFERRAL SVC 211 CALL CTR INFO/REFERRAL SVC 211 CALL CTR INFO/REFERRAL SVC	532.14 482.12 567.80 359.00
Vendor Total		1,941.06		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		1,941.06		
VOYAGER FLEET SYSTEM, INC.				
8/8/2011	883348	2,572.28	Remit to: HOUSTON TX CNG FUEL PURCHASES CNG FUEL PURCHASES CNG FUEL PURCHASES	272.80 1,630.12 669.36
8/15/2011	883397	2,601.36	CNG FUEL PURCHASES CNG FUEL PURCHASES CNG FUEL PURCHASES	2,306.18 266.01 29.17
Vendor Total		5,173.64		
FYTD for VOYAGER FLEET SYSTEM, INC.		5,173.64		



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VULCAN MATERIALS CO, INC.				
			Remit to: SAN BERNARDINO	CA
8/1/2011	208969	588.76		
			ASPHALTIC MATERIALS	138.79
			ASPHALTIC MATERIALS	207.31
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	138.12
8/8/2011	209064	312.95		
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	70.29
			ASPHALTIC MATERIALS	138.12
8/22/2011	209240	1,337.50		
			ASPHALTIC MATERIALS	144.73
			ASPHALTIC MATERIALS	72.90
			ASPHALTIC MATERIALS	142.60
			ASPHALTIC MATERIALS	109.17
			ASPHALTIC MATERIALS	144.01
			ASPHALTIC MATERIALS	142.60
			ASPHALTIC MATERIALS	142.60
			ASPHALTIC MATERIALS	107.75
			ASPHALTIC MATERIALS	110.62
			ASPHALTIC MATERIALS	111.33
			ASPHALTIC MATERIALS	109.19
Vendor Total		2,239.21		
FYTD for VULCAN MATERIALS CO, INC.		3,135.58		
WAGGONER JR., GLENN C.				
			Remit to: MORENO VALLEY	CA
8/8/2011	883349	297.77		
			RETIREE MED JUL '11, PD AUG '1	297.77
Vendor Total		297.77		
FYTD for WAGGONER JR., GLENN C.		297.77		
WAGNER, GARY D.				
			Remit to: MORENO VALLEY	CA
8/8/2011	883350	318.73		
			RETIREE MED AUG '11	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		637.46		
WAGY, CARYLON				
			Remit to: MORENO VALLEY	CA
8/8/2011	209065	318.73		
			RETIREE MED JUL '11, PD AUG '1	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		956.19		



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WALTERS, NIKIE				
			Remit to: MORENO VALLEY	CA
8/15/2011	209150	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for WALTERS, NIKIE		20.00		
WARD, TANITA				
			Remit to: MORENO VALLEY	CA
8/22/2011	209241	62.00		
			REFUND-CLASS FEE	62.00
Vendor Total		62.00		
FYTD for WARD, TANITA		62.00		
WASTE MANAGEMENT OF THE INLAND EMPIRE				
			Remit to: PHOENIX	AZ
8/15/2011	209151	1,244.51		
			ROLL-OFF STORAGE BIN RENTALS	1,244.51
8/22/2011	209242	1,244.51		
			ROLL-OFF STORAGE BIN RENTALS	1,244.51
Vendor Total		2,489.02		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		2,489.02		
WAXIE SANITARY SUPPLY				
			Remit to: SAN DIEGO	CA
8/1/2011	208970	205.97		
			JANITORIAL SVCS-TS ANNEX	25.87
			JANITORIAL SVCS-TS ANNEX	25.87
			JANITORIAL SVCS-TS ANNEX	77.11
			JANITORIAL SVCS-TS ANNEX	77.12
Vendor Total		205.97		
FYTD for WAXIE SANITARY SUPPLY		205.97		
WEBB, ANDREA				
			Remit to: MORENO VALLEY	CA
8/22/2011	209243	62.00		
			REFUND-CLASS FEE	62.00
Vendor Total		62.00		
FYTD for WEBB, ANDREA		62.00		
WEST PUBLISHING CORPORATION				
			Remit to: ST. PAUL	MN
8/8/2011	209067	535.00		
			AUTO TRACK SVCS-PD	535.00
Vendor Total		535.00		
FYTD for WEST PUBLISHING CORPORATION		535.00		



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WESTBOUND COMMUNICATIONS				
			Remit to: ORANGE	CA
8/1/2011	208971	7,469.69		
			MAIL BALLOT PR CONSULTING SVCS	3,734.85
			MAIL BALLOT PR CONSULTING SVCS	1,867.42
			MAIL BALLOT PR CONSULTING SVCS	1,867.42
	Vendor Total	7,469.69		
FYTD for WESTBOUND COMMUNICATIONS		14,969.69		
WESTERN MUNICIPAL WATER DISTRICT				
			Remit to: RIVERSIDE	CA
8/22/2011	209244	4,045.53		
			WATER CHARGES	1,367.25
			WATER CHARGES	54.25
			WATER CHARGES	10.94
			WATER CHARGES	2,613.09
	Vendor Total	4,045.53		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		7,320.31		
WHEELER, GERALD				
			Remit to: MORENO VALLEY	CA
8/1/2011	208972	151.20		
			INSTRUCTOR SVCS-YOUTH GOLF	151.20
	Vendor Total	151.20		
FYTD for WHEELER, GERALD		252.00		
WHITE, MORGAN				
			Remit to: NEWPORT BEACH	CA
8/29/2011	209301	1,800.00		
			TEMP STAFF ASSISTANCE-CEDD	1,800.00
	Vendor Total	1,800.00		
FYTD for WHITE, MORGAN		1,800.00		
WIELIN, RONALD A.				
			Remit to: BANNING	CA
8/8/2011	883351	318.73		
			RETIREE MED AUG '11	318.73
	Vendor Total	318.73		
FYTD for WIELIN, RONALD A.		637.46		
WILLDAN AND ASSOCIATES				
			Remit to: SAN BERNARDINO	CA
8/8/2011	209068	13,194.51		
			BLDG & SAFETY PLAN CHECK SVCS	12,752.60
			BLDG & SAFETY PLAN CHECK SVCS	441.91
	Vendor Total	13,194.51		
FYTD for WILLDAN AND ASSOCIATES		53,253.21		



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIAMS, JANE L.				
			Remit to: GRAND FORKS	ND
8/8/2011	883352	192.40		
			RETIREE MED JUL '11, PD AUG '1	192.40
Vendor Total		192.40		
FYTD for WILLIAMS, JANE L.		384.80		
WILLIS, ROBERT H				
			Remit to: PERRIS	CA
8/15/2011	209152	252.00		
			SPORTS OFFICIATING SVCS	72.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	72.00
			SPORTS OFFICIATING SVCS	54.00
8/15/2011	209153	54.00		
			SPORTS OFFICIATING SVCS	54.00
8/22/2011	209246	324.00		
			SPORTS OFFICIATING SVCS	72.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	72.00
			SPORTS OFFICIATING SVCS	72.00
Vendor Total		630.00		
FYTD for WILLIS, ROBERT H		1,044.00		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
			Remit to: RIVERSIDE	CA
8/29/2011	209302	23,590.61		
			FY11/12 CLEAN CITIES CO. DUES	15,000.00
			FY11/12 SOLID WASTE COOP. DUES	8,590.61
Vendor Total		23,590.61		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		41,336.61		
WRIGHT SEPTIC TANK PUMPING				
			Remit to: SAN JACINTO	CA
8/15/2011	209154	225.00		
			SEPTIC TANK SVCS-CITY YARD	225.00
Vendor Total		225.00		
FYTD for WRIGHT SEPTIC TANK PUMPING		225.00		
WRIGHT, CHENEKA				
			Remit to: MORENO VALLEY	CA
8/29/2011	209303	62.00		
			REFUND-PEE WEE FLG FTBALL	62.00
Vendor Total		62.00		
FYTD for WRIGHT, CHENEKA		62.00		



City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.			<u>Remit to:</u> CORONA	CA
8/1/2011	883257	980.00	JANITORIAL SVCS-TOWNGT RENTALS	720.00
			JANITORIAL SVCS-SR CTR RENTALS	260.00
8/8/2011	883353	733.20	JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-GANG TSK FORCE	112.82
8/15/2011	883398	1,221.17	JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
8/22/2011	883433	21,717.63	JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-SP DIST ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MRCH FLD PK CC	955.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-ASES BLDG	149.44
			JANITORIAL SVCS-ASES BLDG	298.87
			JANITORIAL SVCS-SUNNYMD MIDD	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-T.S. ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
8/29/2011	883458	720.00	JANITORIAL SVCS-TOWNGT RENTALS	720.00
Vendor Total		25,372.00		
FYTD for WURM'S JANITORIAL SERVICES, INC.		50,127.87		



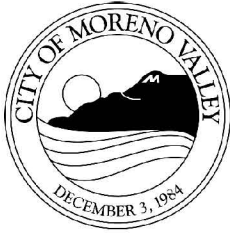
City of Moreno Valley

Check Register

For Period 8/1/2011 through 8/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
			Remit to: DALLAS TX	
8/8/2011	209069	2,982.22		
			COPIER RNTL/MAINT-PD	57.00
			COPIER RNTL/MAINT/PRINTS-PD	1,914.41
			COPIER RNTL/MAINT/PRINTS-PD	275.18
			COPIER RNTL/MAINT/PRINTS-PD	735.63
8/15/2011	209155	2,175.61		
			COPIER RNTL/MAINT/PRINTS-STARS	2,175.61
8/22/2011	209247	3,125.86		
			COPIER RNTL/MAINT-PD	76.51
			COPIER RNTL/MAINT-PD	84.38
			COPIER RNTL/MAINT-PD	70.29
			COPIER RNTL/MAINT-PARKS	356.04
			COPIER RNTL/MAINT/PRINTS-PARKS	1,038.09
			COPIER RNTL/MAINT-GRAPHICS	394.13
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,106.42
Vendor Total		8,283.69		
FYTD for XEROX		11,804.30		
YAMASHITA, JULIA J.				
			Remit to: LAGUNA WOODS CA	
8/8/2011	883354	161.50		
			RETIREE MED JUN 11, PD AUG 11	161.50
Vendor Total		161.50		
FYTD for YAMASHITA, JULIA J.		323.00		
Subtotal		1,504,651.24		
GRAND TOTAL		15,049,188.56		

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>msj</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 25, 2011

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM HEACOCK STREET TO PERRIS BOULEVARD
PROJECT NO. 06-50182625

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award all Base Bid and Additive Alternative Bid "A" items for the construction contract for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with STI Inc. Trucking and Materials in the form attached hereto.
3. Authorize the issuance of a Purchase Order to STI Inc. Trucking and Materials for a total amount of \$1,078,794.30 (\$898,995.25 base bid amount plus 20% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with STI Inc. Trucking and Materials up to, but not to exceed the Purchase Order's total contingency amount of \$179,799.05, subject to the approval of the City Attorney.

BACKGROUND

On March 24, 2009, the City Council adopted a Mitigated Negative Declaration for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard for full street improvements and the Indian Detention Basin/Ironwood Avenue Improvements from Heacock Street to Nita Drive which includes the construction of storm drain Lines H, H-1A and associated street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive.

On September 1, 2009 the City Council authorized staff to negotiate and acquire the properties needed to widen Ironwood Avenue from Heacock Street to Perris Boulevard. There were twenty-six (26) parcels from which right of way was required.

On July 13, 2010, the City Council awarded a construction contract for the Indian Detention Basin Drainage Improvements, and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive to Riverside Construction Company, Inc. The improvements included construction of storm drain Line H, H-1A, and associated street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive. The City Council approved the Notice of Completion for this work on July 12, 2011.

On January 11, 2011 the City Council approved the Joint Use Agreement with Southern California Edison (SCE) which included relocating 16 existing power poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard to allow for the street widening. These improvements are currently under construction.

On June 14, 2011, the City Council awarded the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc. The project will also construct street improvements on the north side of the intersection of Ironwood Avenue and Davis Street and two access ramps on the northeast and southwest corners of Heacock Street and Ironwood Avenue. These improvements are currently under construction.

DISCUSSION

The City has been coordinating the timing of several projects affecting Ironwood Avenue and is now ready to initiate construction of the subject project. The Indian Detention Basin Drainage Improvements, and Ironwood Avenue Street Improvements from Heacock Street to Nita Drive project has completed the street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive. SCE has been relocating the 16 existing power poles on the north side of Ironwood Avenue between Heacock Street and Perris Boulevard, and the work will be completed prior to the start of construction on this project. The Heacock Street from Hemlock Avenue to Ironwood Avenue project will complete the street improvements on the north side of the intersection of Ironwood Avenue and Davis Street and two access ramps on the northeast and southwest corners of Heacock Street and Ironwood Avenue prior to the start of construction on this project.

This Ironwood Avenue project is finishing the ultimate improvements between Heacock Street to Perris Boulevard. Ironwood Avenue is designated as a four (4) lane minor arterial roadway in the City's adopted circulation plan. Currently, sections of Ironwood Avenue from Heacock Street to Perris Boulevard only have two lanes, one in each direction, and there are segments of missing curb, gutter, and sidewalk. The Ironwood Avenue improvements project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris Boulevard. There will also be a traffic signal constructed at the intersection of Davis Street and Ironwood Avenue.

To maximize the available funding, this project was bid utilizing a Base Bid and an Additive Alternative "A" Bid. The base bid provided for the improvements on Ironwood

Avenue from Heacock Street to Indian Street. Additive Alternative “A” provided for the improvements on Ironwood Avenue from Indian Street to Perris Boulevard.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m. on September 15, 2011, for the subject project. The five (5) bids were received as follows:

<u>CONTRACTORS</u>	<u>Bid Amount</u>
1. STI, Inc., Riverside	\$898,995.25
2. La Strada Contracting, Orange.....	\$1,299,638.52
3. Cooley Construction, Inc., Hesperia	\$1,575,860.00
4. Blair Rasmussen Construction, Inc., San Diego.....	\$1,736,938.78
5. Hillcrest Contracting, Inc., Corona.....	Non-Responsive
Engineer’s Estimate	\$1,449,740.00

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid and Additive Alternative “A” bid items, as stipulated in the bid documents. Staff has reviewed the bid by STI Inc. Trucking and Materials and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by STI Inc. Trucking and Materials in their bid. There was a minor irregularity identified in the calculation which did not change the total bid amount or the bid order.

Hillcrest Contracting, Inc.’s bid was determined to be non-responsive because it did not include Addendum No. 1 which provided updates to the bid quantities in the bid schedule.

Based on available budget, City staff is recommending contract award of all Base Bid and Additive Alternative Bid “A” items. The identified Base Bid and Additive Alternative “A” Bid items will provide for 120 working days to complete construction of the improvements on Ironwood Avenue from Heacock Street to Perris Boulevard.

The Contractor will notify, and provide safe ingress and egress to all potentially affected property owners about the construction, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other affected entities. The Contractor is required to keep one lane open in each direction on Ironwood Avenue and provide driveway access to residents at all times.

ALTERNATIVES

1. Award all Base Bid and Additive Alternative Bid “A” items for the construction contract for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder, authorize the City Manager to execute a contract with STI Inc. Trucking and Materials in the form attached hereto, authorize the issuance of a Purchase Order to STI Inc. Trucking

and Materials for a total amount of \$1,078,794.30 (\$898,995.25 base bid amount plus 20% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with STI Inc. Trucking and Materials up to, but not to exceed the Purchase Order's total contingency amount of \$179,799.05, subject to the approval of the City Attorney. *This alternative will allow for the timely construction of needed improvements.*

2. Do not award all Base Bid and Additive Alternative Bid "A" items for the construction contract for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard to STI Inc. Trucking and Materials, 18791 Van Buren Boulevard, Suite E, Riverside, CA 92508, the lowest responsible bidder, do not authorize the City Manager to execute a contract with STI Inc. Trucking and Materials in the form attached hereto, do not authorize the issuance of a Purchase Order to STI Inc. Trucking and Materials for a total amount of \$1,078,794.30 (\$898,995.25 base bid amount plus 20% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with STI Inc. Trucking and Materials up to, but not to exceed the Purchase Order's total contingency amount of \$179,799.05, subject to the approval of the City Attorney. *This alternative will delay the construction of these needed improvements.*

FISCAL IMPACT

The Ironwood Avenue Improvements project is being funded with Development Impact Fee Arterial Streets (Fund 416) and Development Impact Fee Traffic Signal (Fund 417) moneys. Sufficient funds are available to award all Base Bid Items and Additive Alternative Bid "A". The funding for this project is restricted to the Ironwood Avenue capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS FISCAL YEAR 2011-2012:

DIF Arterial Streets (Account No. 416.78727)	\$1,550,000
DIF Traffic Signal (Account No. 417.79529)	\$260,000
Total Available Funds	\$1,810,000

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (includes 20% contingency)	\$1,079,000
Construction Surveying Costs	\$60,000
Construction Geotechnical Costs	\$40,000
Project Administration and Inspection Services	\$115,000
Total Estimated Construction Related Costs	\$1,294,000

*City staff will provide Project Administration

ANTICIPATED SCHEDULE:

Start Construction.....	December 2011
Complete Construction.....	June 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 Ironwood Avenue improvements project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris Boulevard. Based on available budget, City staff is recommending contract award of all Base Bid items and Additive Alternative Bid “A” items to STI Inc. Trucking and Materials. The identified base and alternative items will provide for 120 working days to complete construction of the improvements on Ironwood Avenue from Heacock Street to Perris Boulevard.

ATTACHMENTS

- Attachment “A” – Location Map
- Attachment “B” – Agreement, STI Inc. Trucking and Materials

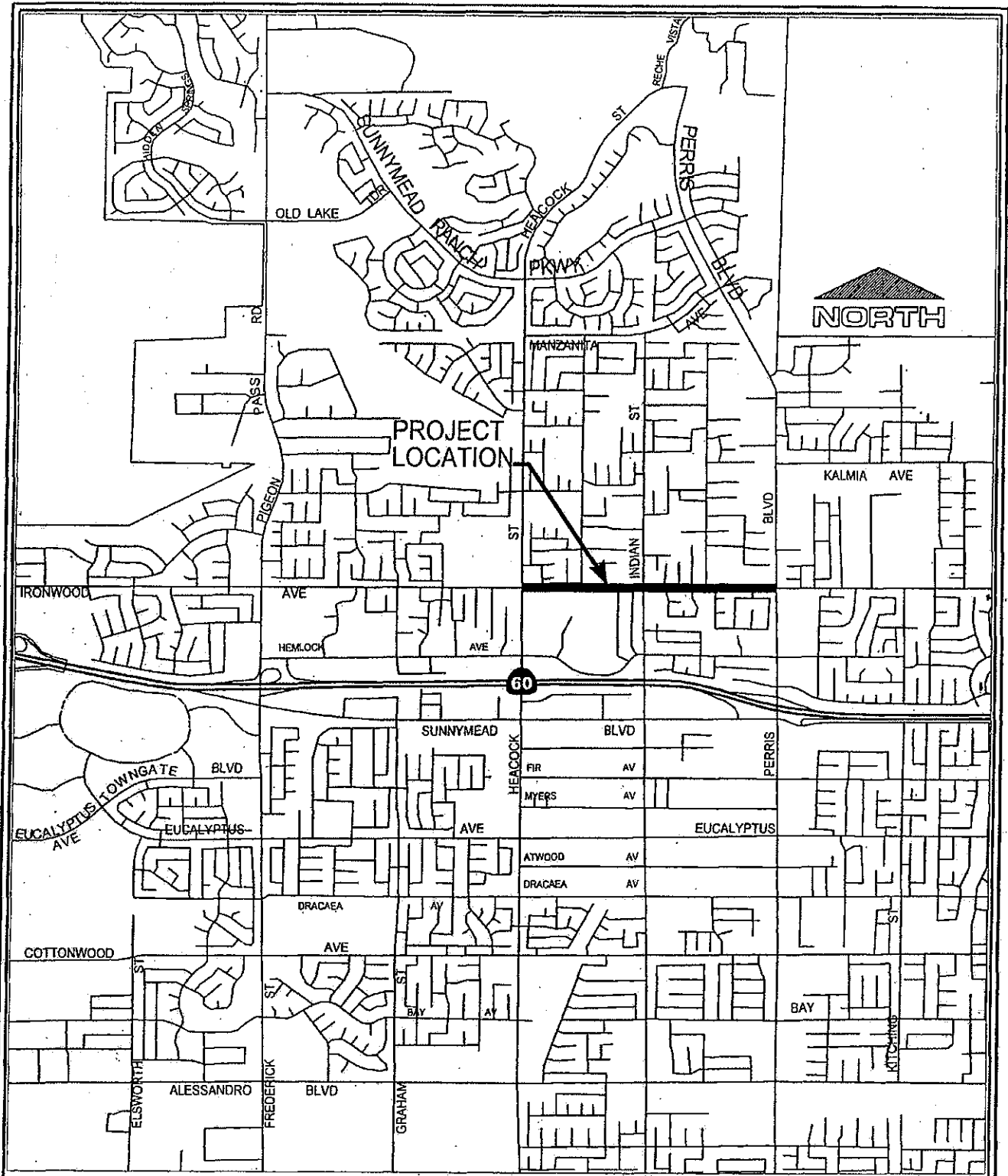
Prepared By:
Henry Ngo
Senior Engineer, P.E.

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

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

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

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LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

IRONWOOD AVENUE

HEACOCK STREET TO PERRIS BOULEVARD

PROJECT NUMBER 06-50182625

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AGREEMENT

PROJECT NO. 06-50182625

IRONWOOD AVENUE IMPROVEMENTS Heacock Street to Perris Boulevard

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 **STI Inc. Trucking and Materials** 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. Addendum **No. 1** 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 **\$898,995.25**, 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 allowing **One hundred twenty (120)** working days for the construction of all **Base Bid and Additive Alternative Bid "A" items of work**. Preconstruction Requirements include, but are not limited to, the following:

AGREEMENT
PROJECT NO. 06-50182625

- Submitting and obtaining approval of the Water Pollution Control Plan, and Traffic Control 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
- Order materials and Traffic Signal poles

After all preconstruction requirements are met, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the work, including corrective items of work, day to day thereafter, except as adjusted by subsequent Change Orders. The **One hundred twenty (120) working days** for the **Base Bid and Additive Alternative Bid "A"** includes the time necessary to Fulfill Preconstruction Requirements, Ordering of Materials, and Construction of the project.

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$400.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

**AGREEMENT
PROJECT NO. 06-50182625**

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

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

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

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

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

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

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

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

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

**AGREEMENT
PROJECT NO. 06-50182625**

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.

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
PROJECT NO. 06-50182625**

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.

(SIGNATURE PAGE FOLLOWS)

**AGREEMENT
PROJECT NO. 06-50182625**

CITY OF MORENO VALLEY, Municipal Corporation

STI Inc. Trucking and Materials

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

<u>INTERNAL USE ONLY</u>	
APPROVED AS TO LEGAL FORM:	

City Attorney	

Date	
RECOMMENDED FOR APPROVAL:	

Public Works Director/City Engineer <i>(if contract exceeds \$15,000)</i>	

Date	

SIGNING INSTRUCTION TO THE CONTRACTOR:

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

General Partners must sign on behalf of the partnership.

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

W:\CapProj\CapProj\PROJECTS\Henry - 06-50182625 Ironwood - Heacock to Perris\Specifications\Stage 3 Inrwd Improvements\2 Agreement - Basic Specs 6-27-11.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)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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

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 _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 06-50182625

**IRONWOOD AVENUE IMPROVEMENTS
Heacock Street to Perris Boulevard**

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 **STI Inc. Trucking and Materials**, 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. 06-50182625**, 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. 06-50182625**

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

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

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

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. 06-50182625

**IRONWOOD AVENUE IMPROVEMENTS
Heacock Street to Perris Boulevard**

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 **STI Inc. Trucking and Materials**, 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. 06-50182625**, 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. 06-50182625**

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)

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>LABOR AND MATERIALS PAYMENT BOND</u> <u>SIGNATURE PAGE</u> (Title or description of attached document)</p> <p>_____ (Title or description of attached document continued)</p> <p>Number of Pages _____</p> <p>Document Date _____</p> <p>_____ Additional Information</p>
--

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer _____ (Title)</p> <p><input type="checkbox"/> Partner (s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Other _____</p>
--

- ADDITIONAL OPTIONAL INFORMATION**
INSTRUCTIONS FOR COMPLETING THIS FORM
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 - Securely attach this document to the signed document.

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

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: October 25, 2011

TITLE: RESOLUTION ADOPTING THE CITY OF MORENO VALLEY LOCAL HAZARD MITIGATION PLAN

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-102 adopting the City of Moreno Valley Local Hazard Mitigation Plan (Attachment A).

BACKGROUND

The Federal Emergency Management Agency (FEMA) is responsible for coordinating the implementation of the Disaster Mitigation Act of 2000 which requires local governments as well as the state and special districts to develop hazard mitigation plans.

On January 25, 2005, City Council approved resolution 2005-11 which adopted the 2004 Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan. This plan, and the extensions granted by FEMA, is set to expire on November 3.

On February 8, 2011, City Council accepted a grant from FEMA for the Hazard Mitigation Grant Program (HMGP) in the amount of \$1,178,000 for storm drain improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard due to repeated flooding during major storms. An additional \$322,000 was received by the City on February 22 bringing the total HMGP grant award to \$1,500,000. In order to maintain this funding, the City of Moreno Valley is required to adopt an updated Local Hazard Mitigation Plan prior to November 3.

DISCUSSION

The City of Moreno Valley Local Hazard Mitigation Plan was prepared pursuant to the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by Section 322 of the Disaster Mitigation Act of 2000 and the 44 Code of Federal Regulations Part 201 – Mitigation Planning. The goals of the plan are to protect life, property and the environment; provide public awareness; protect the continuity of government; and improve emergency management, preparedness, collaboration and outreach.

The 2011 City of Moreno Valley Local Hazard Mitigation Plan (LHMP) will replace the 2004 Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan once it is adopted by City Council. The LHMP is more specific for Moreno Valley than the plan adopted by Council in 2005. The plan contains a profile of the City, a detailed assessment of disasters that could occur in Moreno Valley and the mitigation goals of the City to reduce long-term vulnerabilities. The disasters discussed in this plan include:

Civil Unrest	Hazard Materials	Power Outages
Dam Failure/Inundation	Insect Infestation	Severe Wind
Drought	Landslide	Terrorism Attack
Earthquake	Nuclear	Transportation
Extreme Weather	Pandemic Flu/Disease	Wildland and Urban Fires
Flooding	Pipeline	

Once adopted by City Council, the LHMP will be submitted to both the state and FEMA for their review and approval.

ALTERNATIVES

1. Adopt Resolution No. 2011-102, adopting the City of Moreno Valley Local Hazard Mitigation Plan. *Staff recommends this alternative.*
2. Do not adopt Resolution No. 2011-102, adopting the City of Moreno Valley Local Hazard Mitigation Plan. *Staff does not recommend this alternative.*

FISCAL IMPACT

Should City Council not adopt a new Local Hazard Mitigation Plan prior to November 3 then the City may lose \$1,500,000 in Hazard Mitigation Grant Program funding for storm drain improvements in the southeast area of Alessandro Boulevard and Redlands Boulevard. This project would need to be postponed until alternative funding could be located.

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.

ATTACHMENTS/EXHIBITS

Attachment A: City of Moreno Valley Local Hazard Mitigation Plan
 Attachment B: Resolution to Adopt the City of Moreno Valley Local Hazard Mitigation Plan

Prepared By:
 Cynthia Owens
 Management Assistant

Department Head Approval:
 Steve Curley
 Fire Chief

Concurred By:
 LeAnn Coletta
 Office of Emergency Management Program Manager

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

Local Hazard Mitigation Plan



October 4, 2011

Prepared By:
LeAnn M. Coletta, CEM
Moreno Valley Fire Department
Office of Emergency Management

“ATTACHMENT A”

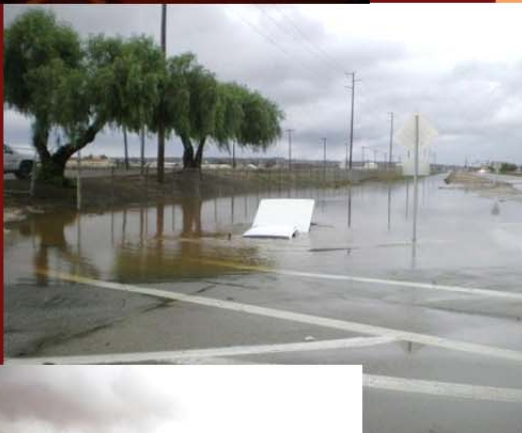


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Plan Adoption

Insert Resolution

Executive Summary

The 2011 City of Moreno Local Hazard Mitigation Plan (LHMP) is designed to reduce or eliminate the long-term natural or man-made hazard risks to human life and property for the City of Moreno Valley and its citizens.

The 2011 LHMP is a new plan that completely replaces the 2004 Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan which Moreno Valley City Council adopted on January 25, 2005 (Resolution No. 2005-11). The 2011 LHMP is more specific and focused to the City of Moreno Valley, rather than summarized in fill-in the blank forms and yes and no questionnaires utilized in the 2004 multi-jurisdiction plan. As such, and according to FEMA's 2008 Local Multi-Hazard Mitigation Planning Guidance, the plan may involve a major plan rewrite.

The City of Moreno Valley Local Hazard Mitigation Plan is written so that all stakeholders can understand Moreno Valley's hazard risks and the city's corresponding mitigation strategy. Hazard mitigation responsibility rests with everyone. The City of Moreno Valley encourages its citizens to do mitigation planning at every level – at home, in the workplace and in their communities.

The City of Moreno Valley Local Hazard Mitigation Plan was prepared pursuant to the requirements of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by Section 322 of the Disaster Mitigation Act of 2000 and the 44 Code of Federal Regulations (CFR) Part 201 – Mitigation Planning. The goals of the plan are to: 1) Protect life, property and the environment; 2) Provide public awareness; 3) Protect the continuity of government; and 4) Improve emergency management, preparedness, collaboration and outreach.

The mitigation plan is divided into 3 parts.

- Part 1 provides a profile of the City of Moreno Valley and describes the local planning process, as well as, public participation. It also provides a process for monitoring, evaluating and updating the plan.
- Part 2 provides a detailed assessment of the risks associated with each hazard and historical information on past occurrence. Part 2 also discusses vulnerabilities from each hazard, the impact to Moreno Valley and its citizens and when data is available, it provides information on the potential loss.
- Part 3 provides information about the City's mitigation goals to reduce or avoid long-term vulnerabilities to the hazards that may affect the City of Moreno Valley and an action plan for those goals, with an emphasis on prioritization and implementation.

PART 1

INTRODUCTION

Chapter 1: Community Profile

1.1 Planning Area Description

The City of Moreno Valley officially incorporated on December 3, 1984 as a California general law municipality. Moreno Valley is comprised of three once-rural communities (Sunnymead, Edgemont and Moreno) and is located in the northwestern portion of Riverside County, approximately 66 miles east of Los Angeles, 42 miles west of Palm Springs and 100 miles north of San Diego. Moreno Valley is situated in a crescent of land bounded by the Box Springs Mountains to the north, the hills of the Badlands to the east and the mountains of Lake Perris State Recreation Area. The surrounding jurisdictions include the City of Riverside, the City of Perris, March Air Reserve Base, the San Jacinto Wildlife Area and Lake Perris State Recreation Area.

Moreno Valley is 51.56 square miles and is situated along two major freeways, State Route 60 to the east and Interstate 215, which runs by the westerly City limits.

The elevation of Moreno Valley ranges from a low of approximately 1,550 feet to a high of 1,800 feet. Moreno Valley gradually slopes to the south and southwest with the higher elevations north of State Route 60 and the lower elevations near March Air Reserve Base. The City lies primarily on bedrock geology known as the Perris Block. The Perris Block is a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River and a non-defined southeast boundary.

There are a few small ponds and lakes scattered throughout the City. In addition, Lake Perris is located south of the City. Moreno Valley is located within the Santa Ana River and the San Jacinto River watersheds, with the majority of the City being within the watershed of the San Jacinto River.

The topography and climate combine to make the air basin an area of high air pollution potential. The basin fails to meet state and federal air quality standards for four of the six criteria pollutants including ozone, nitrogen dioxide, carbon monoxide and fine particulate matter.

The natural habitat is largely disturbed by urban development, weed abatement or agricultural activities. The City also supports other native, semi-native and non-native plants. Moreno Valley has a rich diversity of wildlife species located mostly in undeveloped portions of the City, including mule deer, coyotes, bobcats, badgers and gray fox. The City also includes a few species listed under the Endangered Species Act such as Stephen's kangaroo rat, the California gnatcatcher, the Least bells vireo, and the San Bernardino kangaroo rat. Potentially listed species include the orange throated whiptail, the San Diego horned lizard and the short nosed pocket mouse.

1.2 Population/Demographics

The City of Moreno Valley is among California’s fastest growing cities and the second most populous in Riverside County. According to the 2010 United States Census, the population of the City of Moreno Valley was reported at 193,365. The population density was 3,756.5 people per square mile. This was an increase in population of 43,162 from the amount reported in the multi-jurisdictional hazard mitigation plan in 2004. Population growth is expected to reach nearly 227,612 by 2016, thus creating more community exposure to natural and man-made hazards.

Table 1-2: Population

Population	
193,365 ¹	43,162 increase from 2004
227,612	Projected by 2016 ²

The 2010 United States Census reported the racial makeup of Moreno Valley is 80,969 White, 34,889 African American, 1,721 Native American, 11,867 Asian, 1,117 Pacific Islander and 51,741 were from other races and 11,061 were from two or more races. Hispanic or Latino of any race was 105,169.

The Census reported that 192,811 people (99.7% of the population) lived in households, 471 (0.2%) lived in non-institutionalized group quarters, and 83 (0%) were institutionalized.

There were 51,592 households, out of which 28,586 (55.4%) had children under the age of 18 living in them. 6,094 households (11.8%) were made up of individuals and 1,611 (3.1%) had someone living alone who was 65 years of age or older. There were 12,134 people who were 65 years of age or older. The average household size was 3.74. There were 43,181 families (83.7% of all households) with an average family size of 3.99.

1.3 Climate

Moreno Valley is in a semi-arid area of western Riverside County just east of the San Bernardino Mountains and south of the San Gabriel Mountains. According the Köppen climate classification system, which is a widely used climate classification system, Moreno Valley is located in the CSa class.

The average annual mean temperature for January is 55 degrees. In July, the average mean temperature is 76 degrees. The highest recorded temperature was 115 degrees in 1960. During the summer, the maximum temperature ranges from 90 to 100 degrees

¹ United States Census (2010)

² Nielsen Report (2012)

Fahrenheit. According to the California Department of Water Resources, annual rainfall can vary greatly from year to year, but averages in the region are from 11 to 14 inches annually.

Table 1-3: Moreno Valley Climate by Month³

Month	High	Low	Average	Precipitation
January	66.9°F (19.4°C)	46.2°F (7.9°C)	55.4°F (13.0°C)	2.68" (68.0 mm)
February	63.8°F (17.7°C)	42.9°F (6.0°C)	52.3°F (11.3°C)	2.24" (56.8 mm)
March	70.0°F (21.1°C)	45.1°F (7.3°C)	56.8°F (13.8°C)	0.68" (17.1 mm)
April	73.5°F (23.1°C)	47.5°F (8.6°C)	59.4°F (15.2°C)	0.45" (11.3 mm)
May	78.8°F (26.0°C)	51.3°F (10.7°C)	63.8°F (17.7°C)	0.31" (7.7 mm)
June	85.8°F (29.9°C)	56.1°F (13.4°C)	69.7°F (20.9°C)	0.01" (0.3 mm)
July	93.7°F (34.3°C)	62.6°F (17.0°C)	76.7°F (24.8°C)	0.02" (0.5 mm)
August	95.1°F (35.1°C)	63.1°F (17.3°C)	77.7°F (25.4°C)	0.00" (0.0 mm)
September	92.4°F (33.6°C)	63.1°F (17.3°C)	76.4°F (24.6°C)	0.08" (2.1 mm)
October	80.1°F (26.7°C)	56.4°F (13.6°C)	66.9°F (19.4°C)	0.32" (8.1 mm)
November	73.9°F (23.3°C)	49.9°F (10.0°C)	60.6°F (15.9°C)	0.74" (18.8 mm)
December	63.3°F (17.4°C)	44.1°F (6.7°C)	52.5°F (11.4°C)	5.24" (133.1 mm)

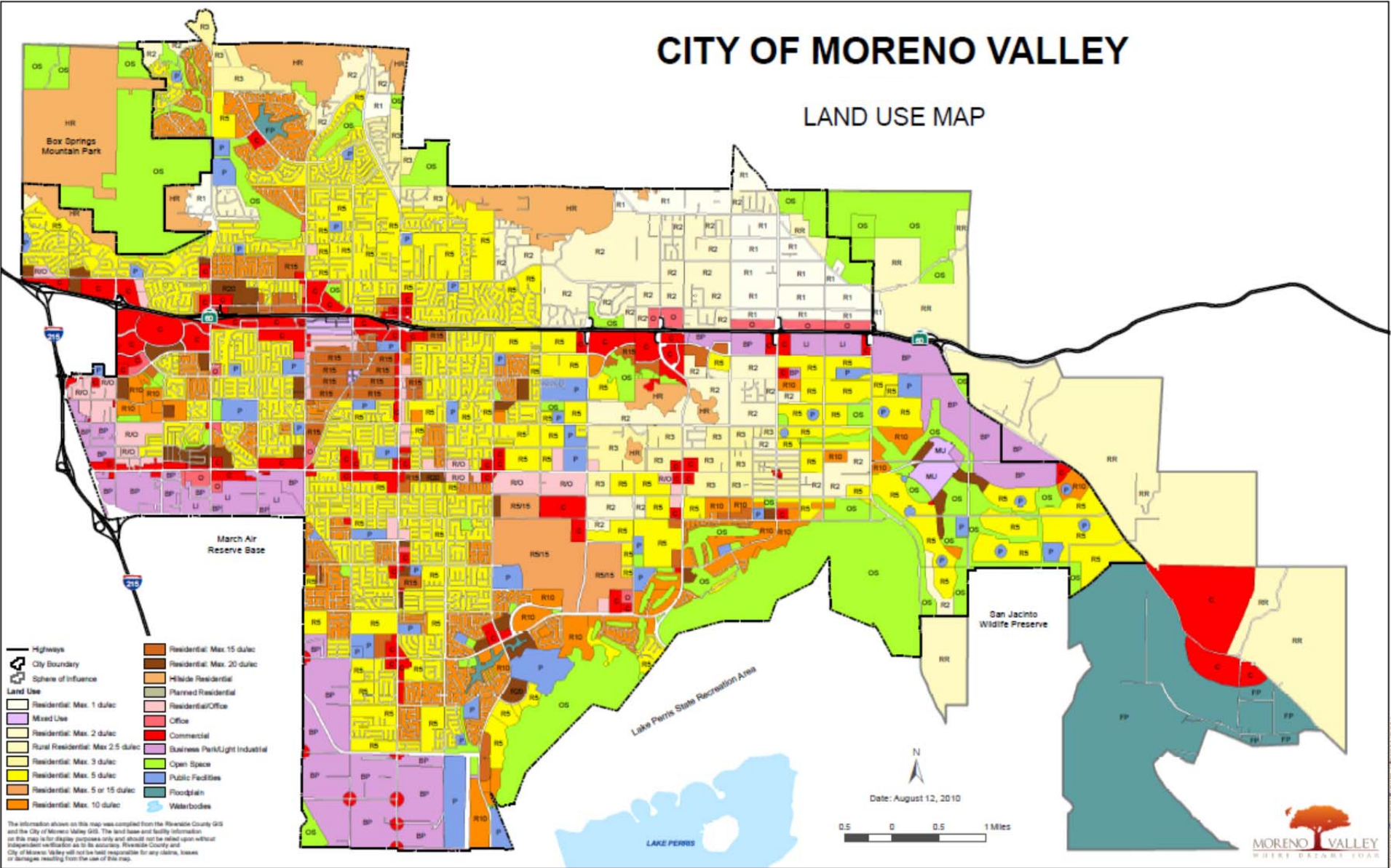
1.4 Land Use

Land use within Moreno Valley has been primarily residential, which includes approximately 60,000 homes/apartments. Other land uses include commercial and industrial. There are approximately 4,766 commercial businesses, with several planned developments on the horizon which will increase the amount of commercial business within the City. Agricultural production land is concentrated in the eastern portion of the City. A joint civilian and military airport is located at the southwestern boundary. The State of California owns and operates two regional recreation and open space areas, the San Jacinto Wildlife and the Lake Perris State Recreation Areas at the southern boundary. See Figure 1.4.

Neighboring land uses include the San Jacinto Wildlife Area, which is located near the southeastern boundary of the City of Moreno Valley and was created by the State of California as mitigation for the loss of wildlife habitat. Part of the San Jacinto Wildlife Area is within the historic floodplain of the San Jacinto River and is subject to periodic flooding. The resulting floodwater, known as Mystic Lake has been known to inundate the area for months or years at a time. The neighboring area of Lake Perris State Recreation Area is situated along the southern boundary of the City. Riverside County operates Box Springs Mountain Park along the northwest City boundary.

³ <http://weathercurrents.com/morenovalley/Climate.do> Retrieved September 24, 2011

Figure 1-4 Land Use Map



Chapter 2: The Planning Process

2.1 Coordination Among Agencies and Departments

The overall approach to the City of Moreno Valley Local Hazard Mitigation Plan (LHMP) was to develop an understanding of the natural and man-made hazards to the City of Moreno Valley and to determine ways to reduce those risks, prioritize and implement mitigation strategies.

To complete these objectives, the City of Moreno Valley assigned Office of Emergency Management (OEM) staff to coordinate and collaborate with departments, agencies, neighboring communities, businesses, academia, and other stakeholders. During the planning process, OEM staff participated in several Operational Area Planning Committee meetings and workshops where the Local Hazard Mitigation Plan process was discussed amongst multi-agencies and non-profits throughout Riverside County.

A local planning meeting was held on September 13, 2011, with numerous agencies such as Moreno Valley Kaiser Hospital; Riverside Community College (RCC) representing Moreno Valley College, RCC Norco Campus and RCC Riverside Campus; Riverside County Office of Education; March Air Reserve Base; special districts; and volunteer agencies, as well as, surrounding cities such as the City of Riverside. Discussions included a history of disasters, mitigation efforts and identifying and ranking local hazards.

Over the last year, OEM staff collaborated with City departments, divisions and programs such as Capital Projects, Transportation and Engineering, Electric Utility, Police, Fire, Building and Safety, Planning, Land Development, Parks and Community Services, Finance and GIS to identify hazards; conduct a risk assessment for each hazard; and identify goals, actions and implementation of mitigation strategies for the City of Moreno Valley Local Hazard Mitigation Plan. Individual OEM staff collaborated with were: City Clerk, Fire Marshal, Fire Battalion Chief, Police Lieutenant, Community and Economic Development Analyst, Building Official, Associate Planner, Planning Technician, Electric Utility Division Manager, Fire Management Assistant, and Finance Accounting Assistant. Many of these collaborations included discussion of municipal laws and building codes related to hazard mitigation, hazard-specific information and mitigation strategies.

Existing plans, studies, reports and technical information were reviewed and implemented during this process, which included the 2008 FEMA Local Multi-Hazard Mitigation Planning Guidance; 2010 State of California Multi-Hazard Mitigation Plan; 2009 Emergency Operations Plan; 2006 General Plan, Environmental Impact Report and Safety Element; 2011 Standard Plans; 2008

Storm Water Quality Best Management Practice; 2011 Capital Improvement Plan, numerous municipal codes; Special Report 186 - The Landslides in the Highway 60 Corridor report; 2004 Riverside County Water Quality Management Plan for Urban Runoff; and the 2004 Riverside County Operational Area Multi-Jurisdictional Hazard Mitigation Plan.

2.2 Public Participation

Moreno Valley conducted several meetings to solicit public participation for the Local Hazard Mitigation Plan (LHMP) planning process. On October 22, 2010, a meeting was held to a group of volunteers representing a sampling of citizens within Moreno Valley. The objective was to inform of the overall mitigation strategy, discuss the hazard ranking and obtain comments. Citizens were very pleased with the LHMP process and ranking and offered no other comments. No formal agenda was prepared.

A second public meeting was held on September 15, 2011 to another group of volunteers, again representing a sampling of citizens within Moreno Valley. A copy of the agenda is included in Appendix B. The citizens provided input to the hazard matrix and discussed rankings for severity and probability. Comments were specific to incidents that occurred within our City. For instance, when discussing flooding within Moreno Valley, they discussed the flooding on the east side of the City. During discussion of transportation incidents, they recalled the January 2003 incident where a big rig truck plunged 20 feet off Highway 60 overpass at Perris Blvd, striking vehicles below and causing a hazardous materials incident.

Public participation was also solicited during a Local Hazard Mitigation Planning Meeting held on September 29, 2011. Citizens were given an overview of the hazard mitigation strategy and hazard ranking and hazard relationships were discussed. Citizens were pleased with the process and offered comments related to their experiences with previous events that occurred in and around Moreno Valley. A copy of the agenda and announcement of meeting is also included in Appendix B. In addition, mitigation planning and strategies were discussed at each Community Emergency Response Team (CERT) class that was held during the planning process.

Moreno Valley City Council, who remains engaged in hazard mitigation through regular updates at the Public Safety Subcommittee and through review and adoption of municipal codes and policies and approval of projects that support the City mitigation goals, strategies and actions, formally adopted the plan on October 27, 2011. This televised meeting was open to the public and advertised in advance on the City website and posted strategically at locations within the City, which allowed for public comment.

2.3 Plan Maintenance

The City of Moreno Valley Local Hazard Mitigation Plan (LHMP) remains an important tool to reduce the effects of hazards within the City. According to 44 Code of Federal Regulations §201.6(c)(4), the plan must have a maintenance strategy that includes a method and schedule for monitoring, evaluating and updating the plan; a process for incorporating into existing planning mechanisms; and a strategy for continuing public involvement.

Method/Schedule for Monitoring the Plan:

The LHMP includes mitigation goals that reduce or avoid long-term vulnerabilities to the hazards identified and specific mitigation actions. Together, they provide a framework for activities that the City can choose to implement over the next five years. The effectiveness of the plan depends on the incorporation of the action items into existing City plans, policies, and programs.

Office of Emergency Management (OEM) staff will assume the lead role of monitoring the mitigation plan and coordinating with appropriate departments, divisions and programs within the City to ensure that the identified mitigation goals and actions are incorporated into plans, policies and existing City programs. OEM will confer with City staff annually to perform annual reviews of the LHMP and its implementation. The goal will be to discuss any hazard events that occurred during the prior year and their impact on the City of Moreno Valley; evaluate the mitigation goals and actions to determine if the timeline is appropriate; determine what plans, policies and procedures need to be updated as a result of the LHMP; and to determine if additional mitigation actions need to be added; and to discuss new mitigation grant funding opportunities.

Evaluating and Updating the Plan:

As required by the 44 Code of Federal Regulations §201.6(d)(3), the City of Moreno Valley will update the LHMP every five years. The Office of Emergency Management (OEM) staff is responsible for the update every five years and will follow the following process during the update:

- In January 2015, OEM will convene the hazard mitigation planning committee consisting of representatives from Capital Projects, Transportation and Engineering, Electric Utility, Police, Fire, Building and Safety, Planning, Land Development, Solid Waste, Maintenance and Operations, Special Districts, Parks and Community Services, Finance and GIS, as well as representatives from local school districts, hospitals and other agencies and stakeholders.
- Using the best available guidance, information and technology, regulatory policies and procedures, each chapter will be reviewed and updated to determine if changes are needed.

- The mitigation action plan will be reviewed and revised to account for any initiatives completed, discontinued and/or changed and to account for changes in the risk assessment or new City policies identified through other planning mechanisms, as appropriate (such as the general plan).
- In April 2015, the draft update will be sent to the hazard mitigation planning committee and other stakeholders for review and comment.
- In April 2015, the public will be given an opportunity to comment on the update prior to adoption. Office of Emergency Management (OEM)will request the mitigation area of the City website be updated for ease of public review and comments of the draft plan. OEM will request that a slide be added to the City's cable channel 3, notifying the public of hazard mitigation planning meetings held and inviting them to attend.
- In May 2015, OEM will forward the revised Local Hazard Mitigation Plan (LHMP) to Moreno Valley City Council for adoption via Resolution.
- In July 2015, OEM will forward the revised LHMP along with a copy of the Resolution to CalEMA and FEMA for review and approval.

Incorporation into existing planning mechanisms:

The hazard mitigation plan process provided the City of Moreno Valley with an opportunity to review and expand on policies, plans and existing City programs. The hazard mitigation strategies of the Moreno Valley General Plan have been integrated into the LHMP. The LHMP will be provided to those involved in development of the General Plan, policies and relevant plans to insure that consistency is maintained. Whenever there are substantive changes to the LHMP, those involved in planning mechanisms will be included in the review process.

Strategy for Continuing Public Involvement:

The City of Moreno Valley will continue its public involvement by making the most up-to-date LHMP available for review on the City website and at the public library; by encouraging public comments; and by involving the public in the update process. These strategies will include the use of media outlets, such as the local newspaper, City website, Twitter and Facebook. All of these mechanisms will be facilitated by OEM and will include the OEM staff member phone number and email address for ease of public comments and for tracking.

PART 2

RISK ASSESSMENT

Chapter 3: Risk Assessment Overview

3.1 Introduction

A risk assessment provides the factual basis for determining strategies to reduce losses from identified hazards. Conducting a risk assessment can provide information on the location of hazards, the probability, the severity, and the risk to life, property and the environment. This chapter will provide information about the impact of each hazard and the severity, probability and potential losses.

3.2 Inventory of Assets

To assist in assessing the risks of hazards that may affect the City of Moreno Valley; critical facilities, historical sites, hospitals and other assets are identified below. Where possible, HAZUS-MH was utilized. HAZUS-MH is a regional earthquake loss estimation model that was developed by the Federal Emergency Management Agency and the National Institute of Building Sciences.

Critical Facilities: The impact to critical facilities could be significant, not only for the financial loss, but because it would severely affect the City’s ability to respond to and recover from incidents.

Table 3-2: Transportation System Lifeline Summary⁴

System	Component	# of Locations	Replacement value (millions of dollars)
Highway	Bridges	49	68.80
	Segments	1	57.80
	Tunnels	0	0.00
	Subtotal =		
Railways	Bridges	0	0.00
	Facilities	1	2.60
	Segments	4	10.80
	Tunnels	0	0.00
Subtotal =			13.40
Airport	Facilities	0	0.00
	Runways	0	0.00
Total =			140.00

⁴ HAZUS-MH

Table 3-2.1: Utility System Lifeline Inventory⁵

System	Component	# of Locations	Replacement value (millions of dollars)
Potable Water	Distribution Lines	NA	19.90
	Facilities	1	39.30
	Pipelines	0	0.00
	Subtotal = 59.20		
Waste Water	Distribution Lines	NA	12.00
	Facilities	0	0.00
	Pipelines	0	0.00
	Subtotal = 12.00		
Natural Gas	Distribution Lines	NA	8.00
	Facilities	0	0.00
	Pipelines	0	0.00
	Subtotal = 8.00		
Electric Power	Facilities	34	NA Subtotal = 0.00
Communication	Facilities	4	0.50
			0.50
Total = 79.60			

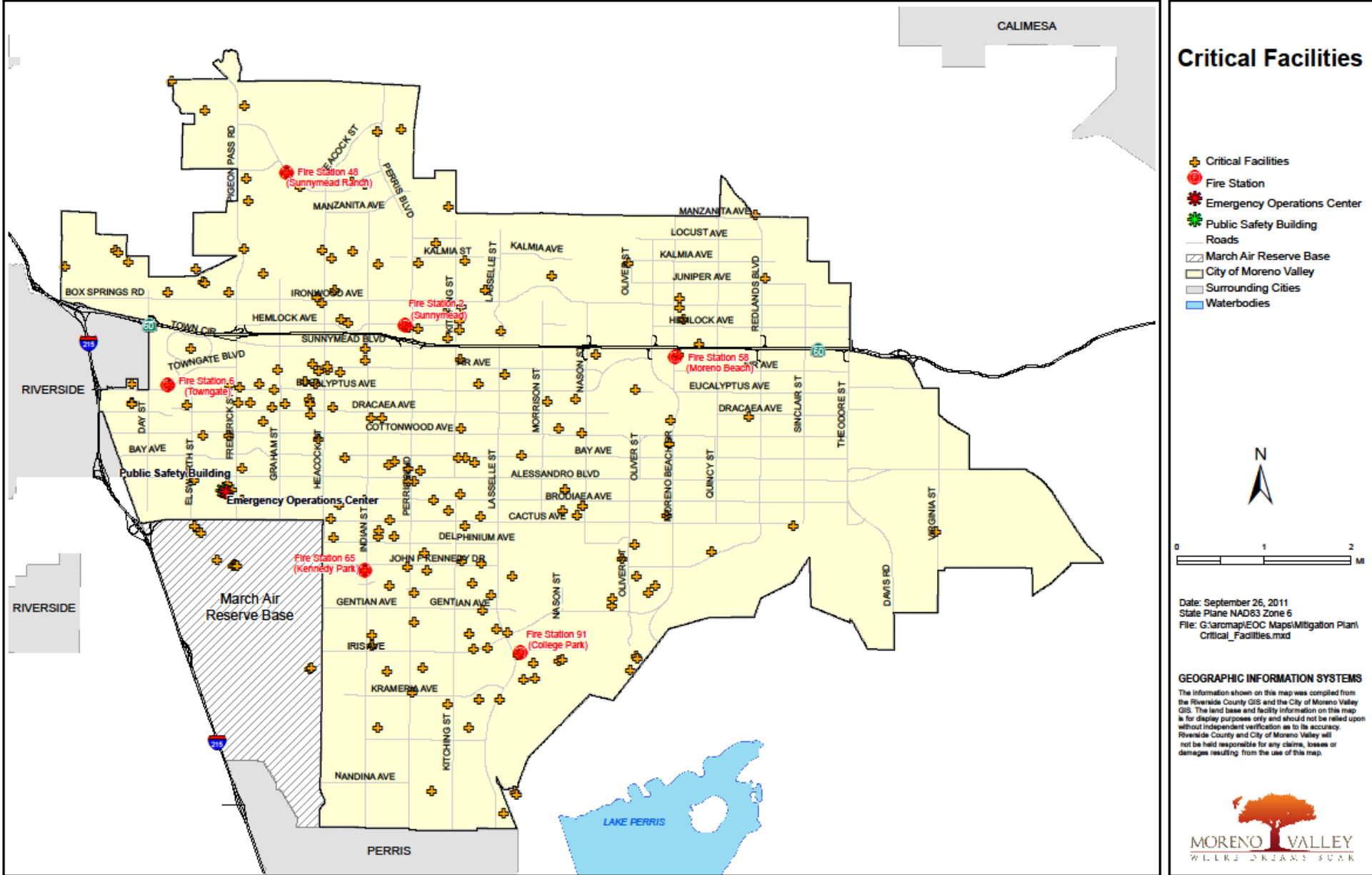
⁵ HAZUS-MH

Table 3-2.2: Other Critical Facilities

Critical Facility Type	How Many?	Value, If Known
Emergency Operations Center	1	\$3,500,000
EOC Family Care Center	1	\$20,315,827
City Hall	1	\$28,236,740
Animal Shelter	1	\$7,704,224
Fire Stations	7*	\$42,337,000
Public Safety Building	1	\$35,849,400
Corporate Yard	1	\$50,828,000
Residential Care Facilities	72	NA
Hospitals/Urgent Care	4	NA
Schools/College	56	NA
Commercial Fuel Stations	2	NA
Pharmacies	24	NA
Total:	203	\$188,771,191

*Includes a future fire station scheduled to open in October 2012.

Figure 3-2: Map of Critical Facilities



Historical Sites: The potential impact from natural or man-made hazards to historic buildings and structures could be significant. The most important historic structure in Moreno Valley is a Mission style structure with wood and stucco siding and arched entry. The former old Moreno School, located at 28780 Alessandro Boulevard, may be eligible for the California Register of Historical Resources. Renovation of the structure to convert it for use as a private residence was approved by the City in 2004. The historical sites in Moreno Valley are valued at a little over 2 million.

Table 3-2.3: Moreno Valley Historical Sites

Historical Site	Approx. Year Built	Description	Value of Structure (Assessor's data)
21730 Bay Ave	1947	A bungalow style house, located on the north side of Bay Avenue, east of Edgemont Street.	\$ 30,137.00
21613 Cottonwood Ave	1930	A vernacular wood frame style house that is located on the south side of Cottonwood Avenue and east of the Old Interstate 215 Frontage Road.	\$ 14,119.00
21768 Cottonwood Ave	1941	A moorish style house located at the northeast corner of Cottonwood Avenue and Edgemont Street. This house appears eligible for listing in the California Register of Historical Resources.	\$ 118,851.00
13694 Edgemont St	1920	A vernacular wood frame style house that is located on the east side of Edgemont Street between Brill Road and Bay Avenue.	\$ 30,755.00
24638 Fir Ave	1915	A vernacular wood frame style house that is located on the north side of Fir Avenue and east of Indian Street next to the flood control channel.	\$ 81,596.00
23741 Hemlock Ave	1910	A vernacular wood frame style house that is located on the south side of Hemlock Avenue and east of Graham Street.	\$ 355,673.00
24215 Fir Ave	1891	The New English style First Congregational Church thought to be built in 1891 and was relocated to the current address.	\$ 165,154.00
28780 Alessandro Blvd	1928	A Mission style structure with wood and stucco siding and arched entry. The former Old Moreno School may be eligible for the California Register of Historical Resources. Renovation of the structure to convert it for use as a private residence was approved by the City in 2004.	\$ 695,869.00
27476 Cottonwood Ave	1928	Vernacular adobe style residence that is located on the north side of Cottonwood Avenue, east of Nason Street.	\$ 57,277.00

12130 Theodore St.	1920	Vernacular wood frame style house located on the east side of Theodore Street and south of Ironwood Avenue.	\$ 29,719.00
12400 Theodore St.	1915	There are three homes on the property that are part of the Anco Ranch, which was built sometime around 1915.	\$ 467,644.00
27913 Cottonwood Ave	1885 1937 1940	There are three structures on the property which include a wood frame residence built in 1885, an adobe style block building that was moved to the site in 1937 and a large concrete block building dating from the 1940's. This site was designated as a City landmark by the City's Environmental and Historical Preservation Board on 09/12/11.	No value identified, City owned property.
TOTAL:			\$ 2,016,657.00

Commercial and Residential Properties: The City of Moreno Valley has approximately 43,636 residential homes and apartments, valued at approximately \$7,679,831,568.00. The Nielson Report projects the residential housing in Moreno Valley to increase to 60,191 in 2017. There are approximately 1,996 commercial businesses located in Moreno Valley.

3.3 Summary of Hazards

This section will provide a summary of the hazards that impact the City of Moreno Valley, along with information on the severity and probability of each hazard, as well as, the relationships of each hazard to other hazards.

Severity and Probability Methodology

Collaboration between departments, divisions, programs, surrounding agencies, citizens and other stakeholders identified and ranked natural and man-made hazards that would likely affect the City of Moreno Valley (Table 3-3). To assist in ranking the identified hazards, the following scale for rating was utilized:

Severity

- 0 – Does not apply
- 1 – Negligible damage/injuries
- 2 – Limited damage/injuries
- 3 – Critical damage/injuries
- 4 – Catastrophic damage/injuries

Probability

- 0 – Does not apply
- 1 – Unlikely to happen
- 2 – Possible (1%-10% chance in next year)
- 3 – Likely (10%-100% chance in next 10 years)
- 4 – Highly likely (near 100% in next year)

Table 3-3: Moreno Valley Hazard Location, Severity and Probably

Hazard	Location	Severity (0-4)	Probability (0-4)
Earthquake	Citywide	4	3
Wildland and Urban Fires	Citywide, especially at Box Springs (northwest area), San Timoteo Canyon (north end), Reche Canyon (northeast area)	2	3
Flooding	Citywide, especially on the east end of the City	3	3
Drought	Citywide	2	3
Landslide	Mostly in the eastern portion of the City	2	2
Insect Infestation	Citywide	1	2
Extreme Weather	Citywide	2	3
Severe Wind	Citywide	2	3
Dam Failure/Inundation	Perris Dam inundation southeast corner of Moreno Valley and Pigeon Pass Dam (during periods of extensive flooding along the downstream watercourse)	2	2
Pipeline	Citywide	2	2
Transportation	Citywide and Hwy 60 and Interstate 215; San Timoteo Canyon, north of City and along Interstate 215; west end, near March Air Reserve Base	2	2
Power Outage	Citywide	3	4
Hazardous Materials	Citywide	3	2
Nuclear	Citywide	4	2
Terrorism Attack	Citywide	4	2
Civil Unrest	Citywide	2	2
Pandemic Flu/Disease	Citywide	3	2

Relationships of Hazards

Table 3-3.1 shows a summary of the relationships between hazards, often called cascading hazards. For example a flood may trigger other hazards, such as a landslide. A civil disorder may cause fires or may be a cause of terrorism. Another example is earthquakes, which may cause fires, pipeline incidents, hazardous materials incidents and power outages.

Table 3-3.1: Summary of Relationships of Hazards

May Cause Other Hazards →																
	Earthquake	Fire	Flooding	Drought	Landslide	Insect Infestation	Extreme Weather	Dam Failure	Pipeline	Transportation	Power Outage	Hazardous Materials	Nuclear	Terrorist Attack	Civil Unrest	Pandemic/Disease
Earthquake	X	X	X		X			X	X	X	X	X			X	
Fire		X	X		X				X	X	X	X			X	
Flooding			X		X	X		X	X	X	X	X			X	X
Drought		X	X	X		X									X	
Landslide			X		X				X	X	X	X				
Insect Infestation						X										X
Extreme Weather							X		X	X	X	X			X	
Dam Failure			X		X			X	X	X	X	X				
Pipeline			X						X	X		X			X	X
Transportation		X								X	X	X			X	
Power Outage										X	X				X	X
Hazardous Materials		X										X			X	
Nuclear													X		X	
Terrorist Attack		X	X			X		X	X	X	X	X	X	X	X	X
Civil Unrest		X	X						X	X	X	X			X	
Pandemic/Disease										X					X	X

Summary of Major Declarations

Table 3-3.2 shows a list of major declarations affecting the City of Moreno Valley and surrounding areas.

Table 3-3.2: Major Declarations⁶

Year	Disaster Type	Federal/State Cost	Riverside County Cost	Moreno Valley Cost	Disaster Programs Given	Categories
2010	Severe Winter Storms DR-1952	\$37 million	\$262,945	N/A	PA & HMGP	A-G
2010	Severe Winter Storms DR-1884	N/A	\$452,105	Preliminary Damage Report \$195,000	PA, IA & HMGP	A-G
2008	Wildfires DR-1810	\$59 million	\$20,377	N/A	PA, IA & HMGP	A & B
2007	Wildfires DR-1731	\$146 million	\$264,977	\$7,220	PA, IA & HMGP	A & B
2007	Severe Freeze DR-1689	\$23 million	N/A	N/A	HMGP	
2005	Severe Storms DR-1585	\$75 million	\$1,485,753	\$16,275	PA & HMGP	A & G

⁶ http://www.fema.gov/news/disasters_state.fema?id=6 Retrieved September 27, 2011

2005	Severe Storms DR-1577	\$228 million	\$1,327,801	\$23,164	PA, IA & HMGP	A-G
2003	Wildfires DR-1498	\$133 million	\$240,568	N/A	PA, IA & HMGP	A & B
1998	Severe Storms DR-1203	N/A	\$657,162	N/A	PA, IA & HMGP	A & B
1995	Severe Storms DR-1046	N/A	\$151,027	N/A	PA, IA & HMGP	A-G
1995	Severe Storms DR-1044	N/A	\$498,347	N/A	PA, IA & HMGP	A-G
1993	Fires, Severe Storms DR-1005	N/A	\$511,311	N/A	PA, IA & HMGP	A-G
1993	Severe Storms DR-979	N/A	\$2,303,998	N/A	PA, IA & HMGP	A-G

3.4 Profiling Hazards

Hazard profiles are designed to assist in evaluating the hazards that can impact the Moreno Valley area by comparing a number of hazard factors. Each type of hazard has unique characteristics and the impact associated with a specific hazard can vary depending on the severity and location of each event. Further, the probability of occurrence of a hazard in a given location impacts the priority assigned to that hazard. Beginning in Chapter 4, each identified hazard will be profiled with an overview of the hazard that includes previous occurrences, probability of future events, its impact and potential losses.

Chapter 4: Earthquake

Moreno Valley Rating: Severity = 4
Probability = 3

4.1 Earthquake Profile – Overview/Location

There are three major faults/fault zones that directly affect Moreno Valley. They are the southern section of the San Andreas Fault, the San Jacinto Fault Zone, and the Elsinore Fault Zone. The San Jacinto Fault Zone is considered to be the most active fault in Southern California. It is the closest fault to Moreno Valley and runs through the eastern portion of the City, followed by the Elsinore Fault Zone which is located approximately 12-18 miles south of Moreno Valley. The San Andreas Fault Zone is located approximately 15-20 miles north of Moreno Valley (see Figure 4-1.1). The largest earthquake to occur within 100 miles of Moreno Valley was the 7.4 magnitude Hector Mine earthquake in 1999.

San Andreas Fault

The San Andreas Fault Zone is a major geologic feature of North America and consists of several major and numerous minor, branches, especially in southern California. This fault zone runs approximately 4 to 10 miles under the Earth's crust, making earthquakes from the San Andreas Fault Zone more destructive in nature.

The San Andreas Fault Zone enters the Inland Empire through the Cajon Pass, separating the San Gabriel Mountains from the San Bernardino Mountains. The fault becomes extremely complex in this area, dividing into several right-lateral elements that run somewhat parallel to each other. Principal among these, are two fault zones that have a significant impact on Moreno Valley. They are the San Jacinto Fault Zone and the Elsinore Fault Zone. The slip rate on the southern section of the San Andreas Fault Zone, which runs from the Mojave Desert south towards the Salton Sea before reaching the United States border with Mexico, is 24 millimeters per year. Earthquakes along this section of the San Andreas fault are typically above 6.0 in magnitude. Geologists estimate that this fault could produce an 8.2 magnitude earthquake.

The last significant earthquake that occurred over the section of the San Andreas fault that runs south from Cajon Pass was on December 8, 1812. Geologists estimate that the earthquake was over 7.0 in magnitude with an epicenter near the City of Wrightwood. Shortly after that earthquake, in 1857, an earthquake ruptured the San Andreas fault from Monterey down to the Cajon Pass.

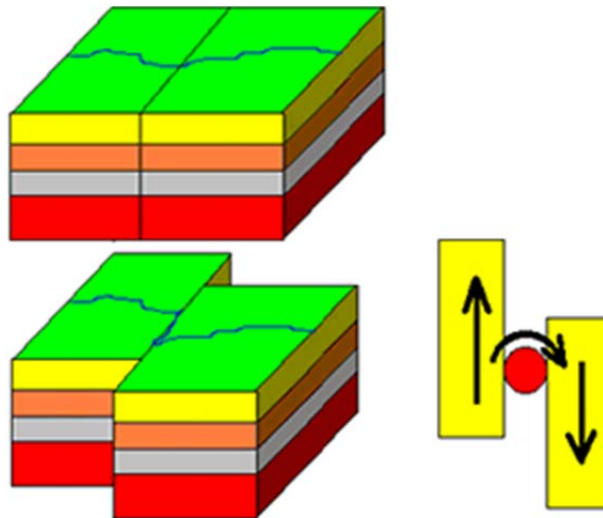
San Jacinto Fault Zone

The San Jacinto Fault Zone extends for 180 miles through the counties of San Bernardino, Riverside, San Diego, and Imperial and is comprised of the very active Imperial and Superstition Hill faults. The San Jacinto Fault Zone is a right lateral strike-slip Fault (Figure 3.4) that branches westward from the San Andreas Fault and runs parallel to the Elsinore Fault. It is also considered one of the more seismically active fault zones in Southern California with a slip rate of 12 millimeters per year. Both the San Jacinto fault and Elsinore fault are classified as part of the San Andreas Fault system. The San Jacinto Fault Zone does extend through the eastern part of Moreno Valley and has the potential to host a 7.2 magnitude earthquake.

Elsinore Fault Zone

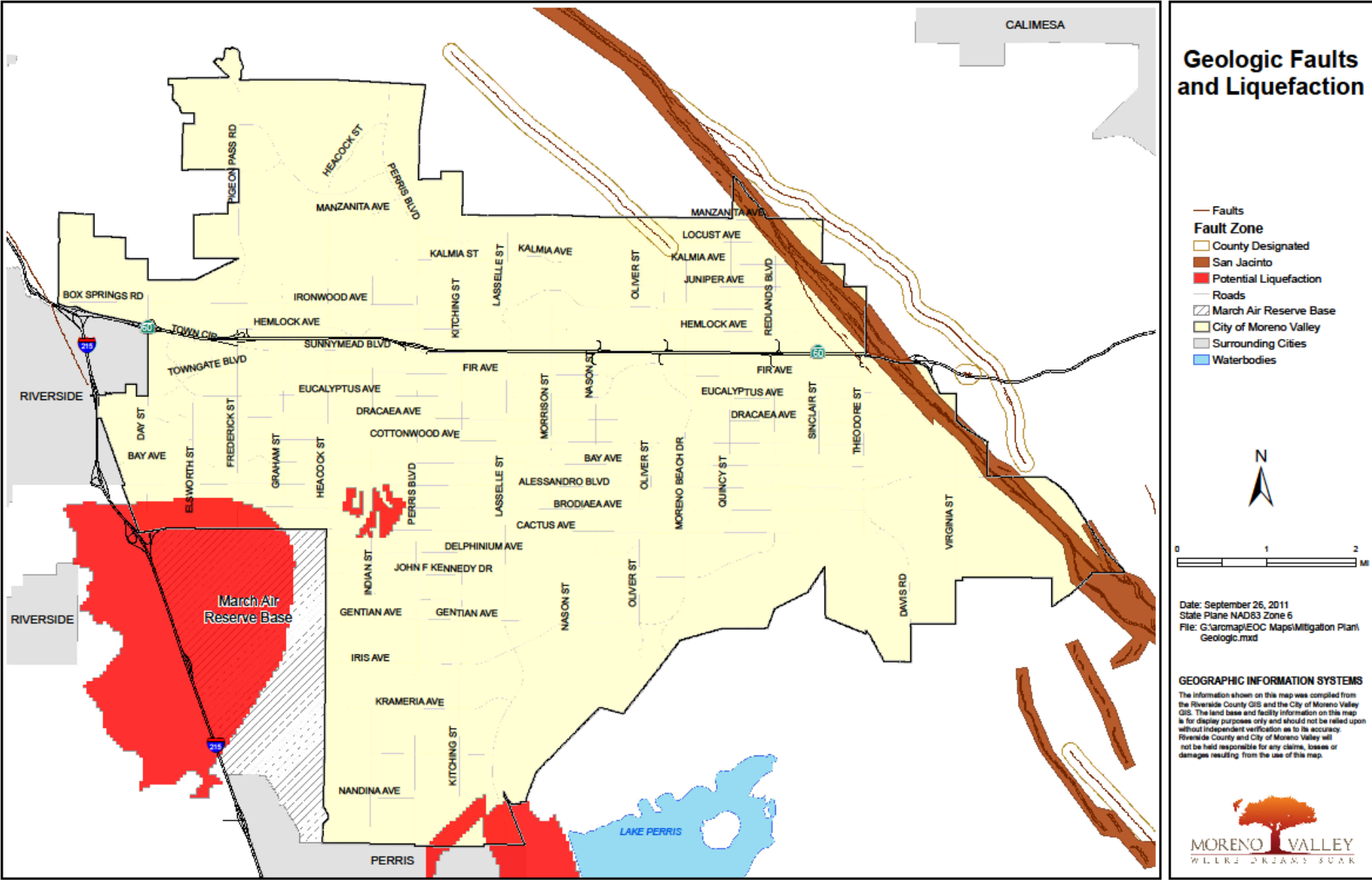
The Elsinore Fault is a large right-lateral strike-slip fault (Figure 3-4) and is part of the trilateral split of the San Andreas Fault and runs parallel to that fault. Though its 111 miles in length makes it one of the larger faults in the area, it is extremely quiet. This fault zone forms a complex series of pull-apart basins, with the largest basin being known as La Laguna. The La Laguna basin is partially filled with water from Lake Elsinore and is the terminus for the San Jacinto River. The slip rate of this fault is 4 millimeters per year and is capable of producing a quake of 6.5 - 7.5 in magnitude. Geologists estimate that the interval between major rupture events on the Elsinore is 250 years. The last known major earthquake occurred northwest of the City of Lake Elsinore in 1910.

Figure 4-1: Right-Lateral Strike-Slip Fault⁷



⁷ US Geological Survey

Figure 4-1.1: Moreno Valley Geologic Faults and Liquefaction



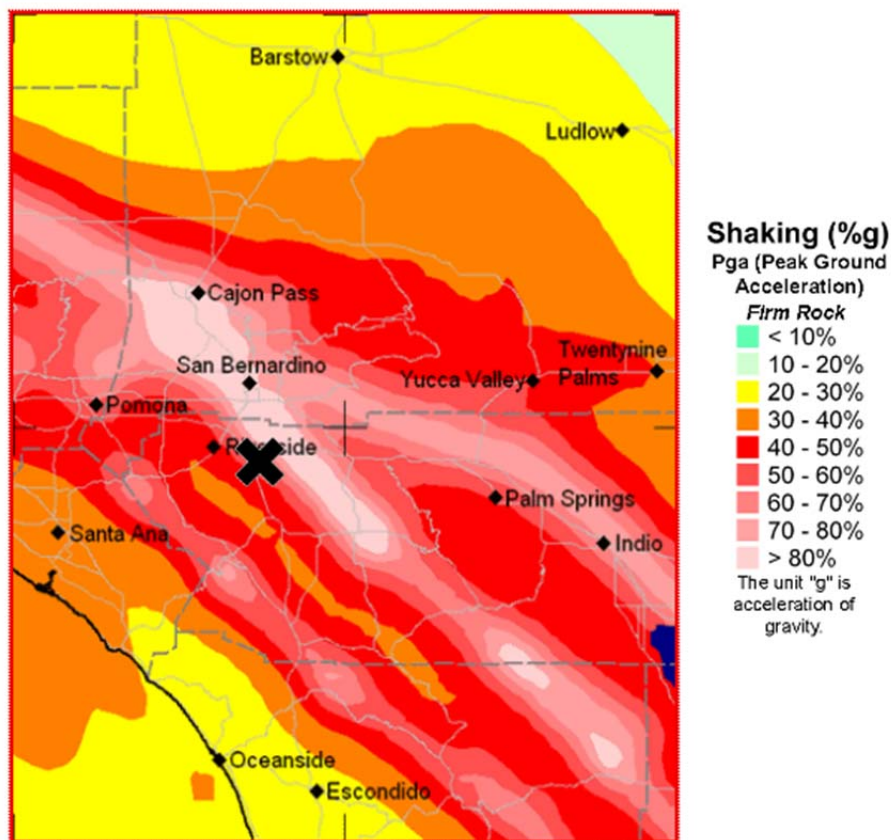
Earthquake Related Hazards

Ground shaking, landslides, liquefaction, and amplification are the specific hazards associated with earthquakes. The severity of these hazards depends on several factors, including soil and slope conditions, proximity to the fault, earthquake magnitude, and the type of earthquake.

Ground Shaking

Ground shaking is the motion felt on the earth's surface caused by seismic waves generated by the earthquake. It is the primary cause of earthquake damage. The strength of ground shaking depends on the magnitude of the earthquake, the type of fault, and distance from the epicenter. Buildings on poorly consolidated and thick soils will typically see more damage than buildings on consolidated soils and bedrock. Figure 4-1.2 shows the shaking intensity for the City of Moreno Valley. The darker shaded areas indicate greater potential for shaking.

Figure 4-1.2: Moreno Valley Area Ground Shaking Map⁸



⁸ <http://redirect.conservation.ca.gov/cgs/rghm/pshamap/pshamap.asp> Retrieved September 29, 2011

Earthquake-Induced Landslides

Earthquake-induced landslides are secondary earthquake hazards that occur from ground shaking. They can destroy roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes. The abundant shales and siltstones underlying the Badlands are highly porous in the Moreno Valley area and do not hold together well when wet, which can lead to slope instability and landslides

Liquefaction

Liquefaction occurs when ground shaking causes surface soils, primarily sands and silts, to become saturated with water and temporarily lose strength, causing it to become sticky liquid. This results in the loss of soil strength and the soil's ability to support weight. Buildings and their occupants are at risk when the ground can no longer support these buildings and structures. Many communities in Southern California are built on ancient river bottoms and have sandy soil. In some cases this ground may be subject to liquefaction, depending on the depth of the water table.

Although the City has seen no evidence of liquefaction events occurring in the community nor has any geotechnical report recently submitted to the City identify liquefaction hazards, the Riverside County General Plan has identified a range of liquefaction susceptibility in Moreno Valley from very low with deep groundwater in the northern and eastern portions of the community to very high with shallow groundwater generally west of Perris Boulevard.

Amplification

Soils and soft sedimentary rocks near the earth's surface can modify ground shaking caused by earthquakes. One of these modifications is amplification. Amplification increases the magnitude of the seismic waves generated by the earthquake. The amount of amplification is influenced by the thickness of geologic materials and their physical properties. Buildings and structures built on soft and unconsolidated soils can face greater risk. Amplification can also occur in areas with deep sediment filled basins and on ridge tops.

4.1.1 Earthquake Profile – Previous Occurrences

Table 4-1 shows some of the more notable earthquakes in the Southern California region, many of which were felt in the City of Moreno Valley.

Table 4-1: History of Major Southern California Earthquakes⁹

Year	Richter Scale Magnitude	Description
1812	7.0	Occurred on the southern section of the San Andreas fault near Wrightwood.
1857	7.9	Occurred 60 miles northwest of Fort Tejon and ruptured 225 miles of the San Andreas fault.
1890	6.5	Occurred in the "San Jacinto or Elsinore Fault region" on the Rockhorse Truck Trail, north of the Borrego Valley Airport.
1890	6.5	Occurred in the same region as the 1890 earthquake.
1899	6.4	San Jacinto earthquake destroys San Jacinto and Hemet, and was strongly felt in Moreno Valley.
1910	5.0	Occurred on the Elsinore fault northwest of the City of Lake Elsinore.
1918	6.9	San Jacinto earthquake strikes the same area that was damaged by an earthquake 19 years earlier.
1923	6.3	North San Jacinto Fault earthquake damaged the San Bernardino and Redlands area. This the last known time that this fault, which runs under the I-215/I-10 interchange, ruptured in this area. The epicenter was located just northeast of Moreno Valley in San Timoteo Canyon.
1937	6.0	Terwilliger Valley earthquake was in the same general area as the 1890 earthquake.
1942	6.3	Fish Creek Mountains earthquake was south of the Ocotillo airport.
1954	6.2	Arroyo Salada earthquake was west of the Salton Sea.
1968	6.5	Borrego Mountain Earthquake was northeast of Ocotillo Wells
1987	6.6	Superstition Hills earthquake near the Salton Sea
1992	7.2	Occurred near Landers, California and caused the rupture of five different faults. Those faults were: Johnson Valley, Landers, Homestead Valley, Emerson, and Camp Rock.
1992	7.3	Occurred 3 hours after the Landers Earthquake with an epicenter near Big Bear, CA, just 34.4 miles from Moreno Valley.
1994	6.8	Northridge Earthquake occurs in a neighborhood of the City of Los Angeles and is located 78.8 miles from Moreno Valley
1999	7.4	Hector Mine Earthquake, located 25 miles from the Landers Earthquake and just 61 miles from Moreno Valley
2010	5.4	Borrego Springs earthquake believed by seismologists to have been possibly triggered by the strong earthquake which occurred near Calexico in 2010.

⁹ http://pasadena.wr.usgs.gov/info/cahist_egs.html Retrieved September 24, 2011

4.1.2 Earthquake Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

The City of Moreno Valley could be affected by large earthquakes occurring in many parts of the Southern California region. However, the degree to which the earthquakes are felt, and the damages associated with them may vary. At risk from earthquake damage are critical facilities, buildings, bridges, highways and roads; hazardous materials facilities; sewer, water, and natural gas pipelines; earth dams; petroleum pipelines; and private property located in the City. The relative or secondary earthquake hazards, which are liquefaction, ground shaking, amplification, and earthquake-induced landslides, can be just as devastating as the earthquake.

The USGS estimates that there is a 99.599% chance of a major earthquake occurring within 31 miles of Moreno Valley within the next 50 years (Figure 4-1-1).

Table 4-1.1: Probability of an Earthquake near Moreno Valley within the Next 50 Years¹⁰:

Richter Scale Magnitude	Probability
5.0	99.599%
5.5	95.303%
6.0	87.490%
6.5	77.391%
7.0	56.242%
7.1	51.403%
7.2	46.551%
7.3	40.898%
7.4	35.138%
7.5	28.218%
7.6	20.869%
7.7	14.225%
7.8	9.043%
7.9	5.352%
8.0	2.557%

¹⁰ US Geological Survey

4.2 Earthquake Vulnerability – Overview

The severity rating for this hazard is a 4, which means that there is a potential for catastrophic damage, causing multiple deaths, complete shutdown of critical facilities for 30 days or more and/or more than 50% of property has a potential to be damaged.

As shown in Figure 4-1.1, the probability of a major earthquake occurring near Moreno Valley within the next 50 years is close to 100%. Scientists agree that it is not a matter of 'if' a major earthquake will occur; it is a matter of 'when'. Even if a major earthquake is located in the surrounding area, it will have a severe impact to the City of Moreno Valley. Seismic shaking and aftershocks associated with the earthquake can cause damage to a wide-spread area. The hazards associated with aftershocks are the same as the main shock and may cause significant damage or disruption as well.

4.2.1 Earthquake Vulnerability – Potential Impact and Losses

Earthquakes can cause devastating injuries and loss of life and damage to infrastructure, structures, personal belongings and more. Earthquakes and its aftershocks can cause other hazards such as pipeline ruptures, dam failures, landslides, soil liquefaction, flooding, fires, power outages, hazardous materials incidents and civil unrest. There are no known repetitive loss properties.

HAZUS-MH Summary: For purposes of analyzing the impact and estimating potential loss for the City of Moreno Valley, HAZUS-MH was utilized.

The scenario for the HAZUS-MH earthquake risk assessment was a 6.5 Richter scale magnitude earthquake on the San Jacinto Fault. The longitude of the Epicenter was -117.24 and the latitude was 34.02. The depth of the earthquake was 10.00 Km (6.21 miles), with a rupture length of 18.20 Km (11.3 miles).

Current residential count was found using the Riverside County Assessor Parcel Layer (September 2011). Parcels were overlaid onto the zoning layer. All of the parcels that fell within a residential zone were selected out. From that selection, another query was run to pull all the parcels out with a structure value over \$10,000. The final query returned all records that fall within Residential Zoning and have a structure value over \$10,000. The count on the residential buildings is 43,636. The structure value is derived from Assessor Parcel table. The value total for the selected parcels is \$7,679,831,568.

The business license layer that was used was processed July 2010. Due to time constraints we were unable to process (geocode) a current data table. The commercial business licenses were found by first querying out all records that had a Location type = Home Occupation or Residential. This left the records equal to Location Type = Commercial and those with NULL value. The remaining

records were overlaid on top of zoning layer. A selection of businesses was then processed based on those points falling within Commercial, Industrial/Business Park, and Office. The final count of businesses in the City based on the 2010 Business License database is 1996.

The Critical Facilities layer was comprised of the Business License layer and existing Moreno Valley GIS layers. Residential Care Facilities (72), Hospitals (2), Urgent Care (2), and Pharmacies (22) were created from the Business License database. The rest of the Critical Facilities were created from existing GIS layers resulting with a total of 201 facilities.

Development Trends: Future development of buildings, residential structures, critical facilities and infrastructure are expected to comply with the most recent Uniform Building Code seismic design standards. New development is shown in Appendix C.

Potential Impact and Losses: On the next several pages, you will find information about the potential impact and losses that may be experienced in the City of Moreno Valley. HAZUS-MH was utilized to analyze the impact and cost.

Table 4-2: Damage to Buildings

	None		Slight		Moderate		Extensive		Complete	
	Count	(%)	Count	(%)	Count	(%)	Count	(%)	Count	(%)
Agriculture	96	0.58	81	0.44	69	0.72	26	1.45	8	1.66
Commercial	373	2.27	398	2.14	487	5.10	226	12.66	62	13.38
Education	267	1.62	254	1.37	222	2.33	82	4.58	17	3.64
Government	8	0.05	6	0.03	7	0.07	3	0.17	1	0.18
Industrial	80	0.49	89	0.48	117	1.23	57	3.17	16	3.57
Other Residential	285	1.73	535	2.89	954	10.00	684	38.28	172	37.35
Religion	35	0.21	35	0.19	35	0.37	16	0.89	4	0.94
Single Family	15,307	93.05	17,149	92.46	7,648	80.18	693	38.79	181	39.28
Total	16,450		18,548		9,539		1,786		461	

Classification	Total	# Facilities		
		At Least Moderate Damage > 50%	Complete Damage > 50%	With Functionality > 50% on day 1
Hospitals	2	1	0	0
Schools *	840	44	0	42
EOCs	2	0	0	1
PoliceStations	1	0	0	1
FireStations	7	0	0	5

*HAZUS-MH is reporting 840 schools. It should be 56.

Table 4-2.1: Damage to Transportation Systems

System	Component	Number of Locations_				
		Locations/ Segments	With at Least Mod. Damage	With Complete Damage	With Functionality > 50 %	
					After Day 1	After Day 7
Highway	Segments	1	0	0	1	1
	Bridges	49	1	0	48	49
	Tunnels	0	0	0	0	0
Railways	Segments	4	0	0	4	4
	Bridges	0	0	0	0	0
	Tunnels	0	0	0	0	0
	Facilities	1	1	0	1	1
Light Rail	Segments	0	0	0	0	0
	Bridges	0	0	0	0	0
	Tunnels	0	0	0	0	0
	Facilities	0	0	0	0	0
Bus	Facilities	0	0	0	0	0

Table 4-2.2: Damage to Utilities

System	# of Locations				
	Total #	With at Least Moderate Damage	With Complete Damage	with Functionality > 50 %	
				After Day 1	After Day 7
Potable Water	1	1	0	0	1
Waste Water	0	0	0	0	0
Natural Gas	0	0	0	0	0
Oil Systems	0	0	0	0	0
Electrical Power	0	0	0	0	0
Communication	4	4	0	4	4

System	Total Pipelines Length (kms)	Number of Leaks	Number of Breaks
Potable Water	997	471	118
Waste Water	598	373	93
Natural Gas	399	399	100
Oil	0	0	0

Table 4-2.3: Damage to Potable Water and Electric Power

	Total # of Households	Number of Households without Service				
		At Day 1	At Day 3	At Day 7	At Day 30	At Day 90
Potable Water	40,033	18,678	6,414	0	0	0
Electric Power		6,419	3,401	1,103	171	11

Table 4-2.4: Causality Estimates

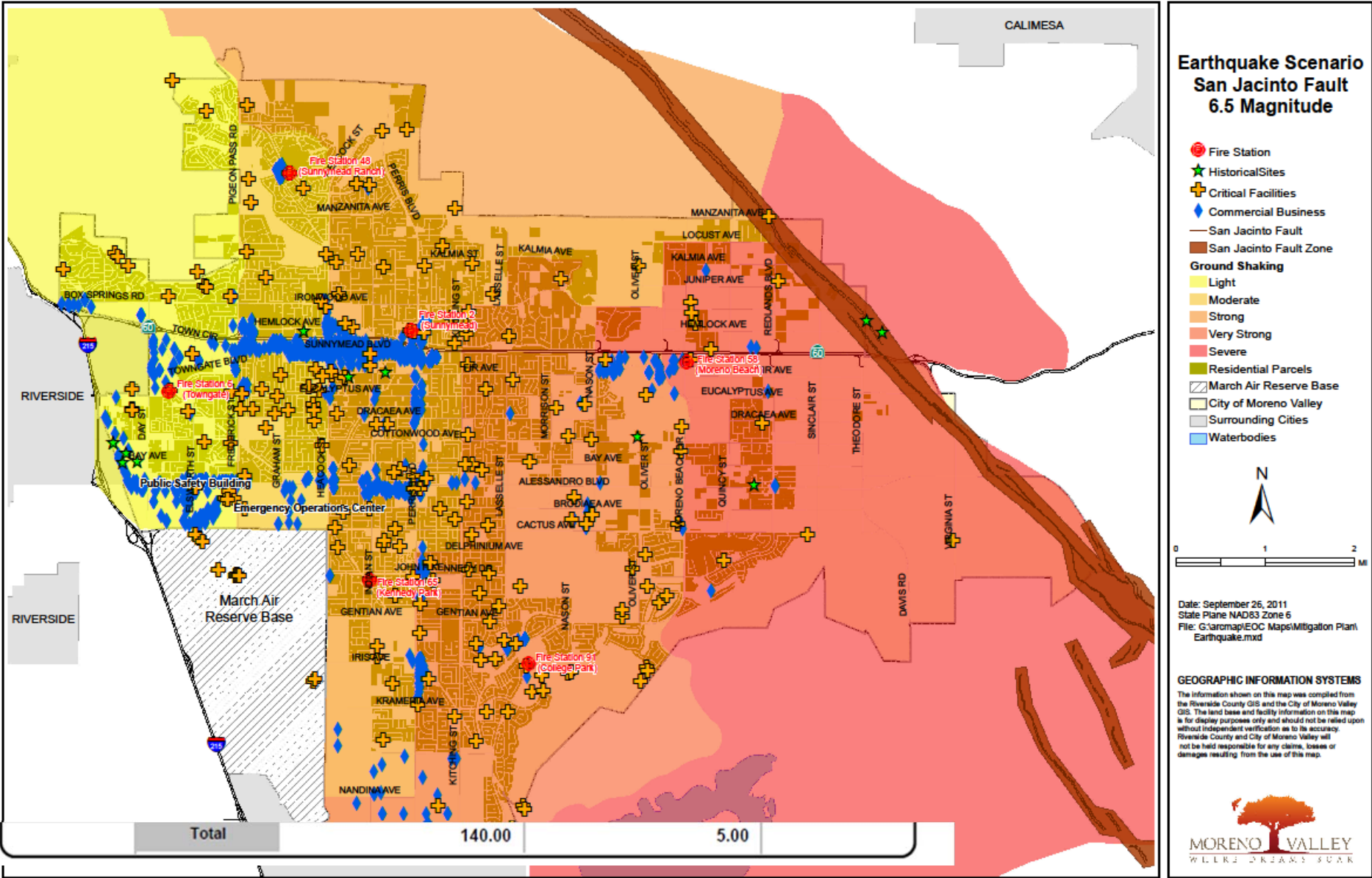
		Level 1	Level 2	Level 3	Level 4
2 AM	Commercial	2	0	0	0
	Commuting	0	0	0	0
	Educational	0	0	0	0
	Hotels	1	0	0	0
	Industrial	1	0	0	0
	Other-Residential	50	10	1	2
	Single Family	146	19	1	1
	Total	200	31	2	3
	2 PM	Commercial	133	33	5
Commuting		0	0	0	0
Educational		62	15	2	4
Hotels		0	0	0	0
Industrial		7	2	0	0
Other-Residential		11	2	0	0
Single Family		30	4	0	0
Total		243	56	8	15
5 PM	Commercial	126	31	5	9
	Commuting	2	2	4	1
	Educational	6	1	0	0
	Hotels	0	0	0	0
	Industrial	4	1	0	0
	Other-Residential	19	4	0	1
	Single Family	56	8	0	1
	Total	213	48	10	12

Table 4-2.5: Economic Losses (Millions of Dollars)

Category	Area	Single Family	Other Residential	Commercial	Industrial	Others	Total
Income Losses							
	Wage	0.00	3.81	21.28	0.66	2.56	28.30
	Capital-Related	0.00	1.63	17.95	0.39	0.90	20.88
	Rental	12.64	4.62	10.43	0.18	0.87	28.74
	Relocation	48.33	4.01	15.93	0.83	11.53	80.64
	Subtotal	60.97	14.07	65.59	2.07	15.86	158.56
Capital Stock Losses							
	Structural	79.71	6.77	20.75	2.77	15.67	125.68
	Non_Structural	405.98	29.48	63.87	9.27	52.59	561.18
	Content	127.21	6.18	29.47	5.91	10.25	179.03
	Inventory	0.00	0.00	0.83	1.49	0.34	2.65
	Subtotal	612.91	42.43	114.92	19.44	78.85	868.55
	Total	673.88	56.50	180.51	21.50	94.71	1,027.10

System	Component	Inventory Value	Economic Loss	Loss Ratio (%)
Highway	Segments	57.85	\$0.00	0.00
	Bridges	68.84	\$4.20	6.10
	Tunnels	0.00	\$0.00	0.00
	Subtotal	126.70	4.20	
Railways	Segments	10.78	\$0.00	0.00
	Bridges	0.00	\$0.00	0.00
	Tunnels	0.00	\$0.00	0.00
	Facilities	2.57	\$0.80	31.18
	Subtotal	13.40	0.80	
Light Rail	Segments	0.00	\$0.00	0.00
	Bridges	0.00	\$0.00	0.00
	Tunnels	0.00	\$0.00	0.00
	Facilities	0.00	\$0.00	0.00
	Subtotal	0.00	0.00	
Bus	Facilities	0.00	\$0.00	0.00
	Subtotal	0.00	0.00	

Figure 4-2: Map of Earthquake Scenario Showing Critical Facilities and Historical Sites



Fire Station
 Historical Sites

Total 140.00 5.00

Figure 4-2.1: Map of Earthquake Scenario Showing Transportation (Rail, Highway, Bridges)

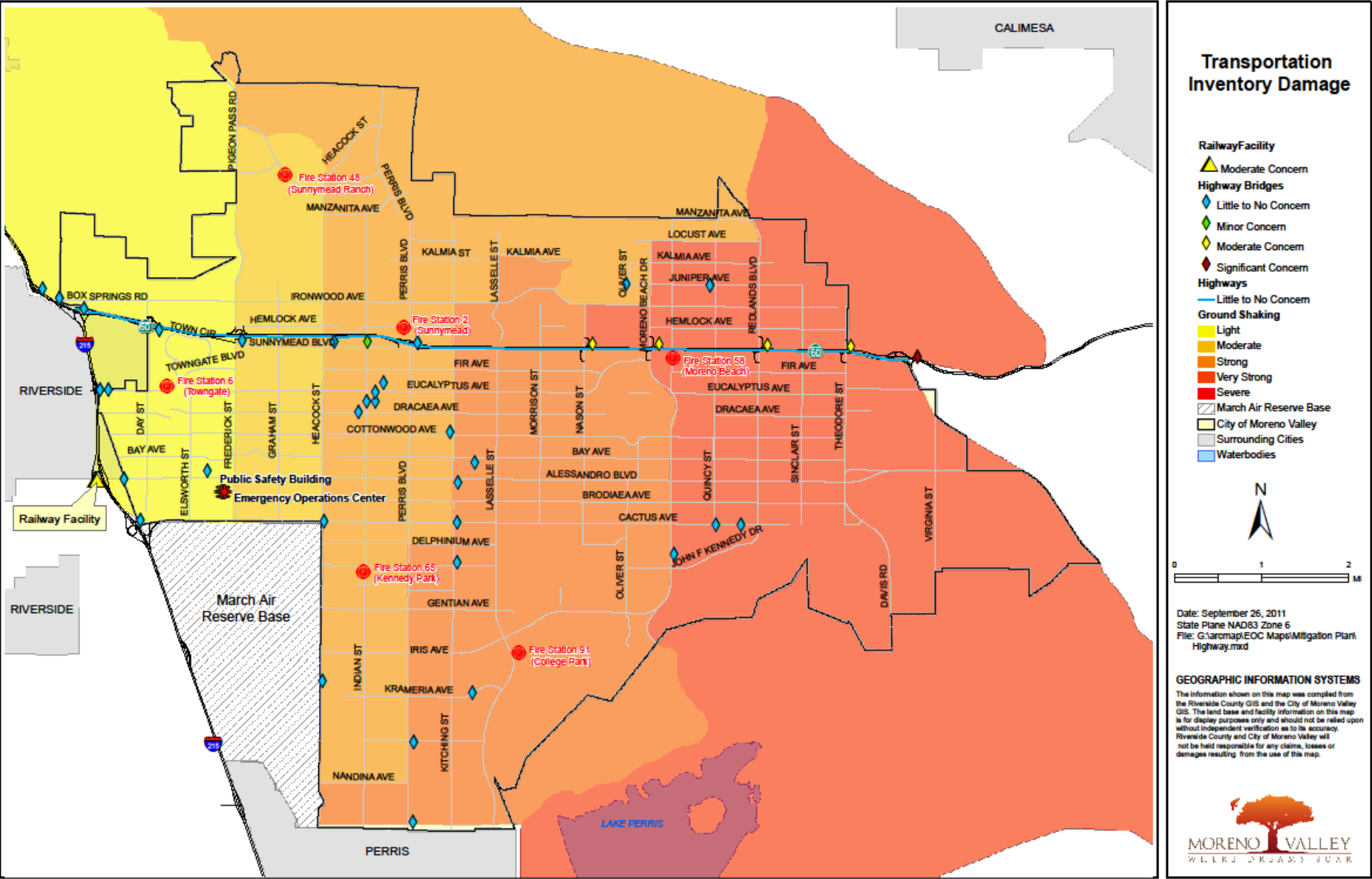


Figure 4-2.2: Map of Earthquake Scenario Showing Utility Damage

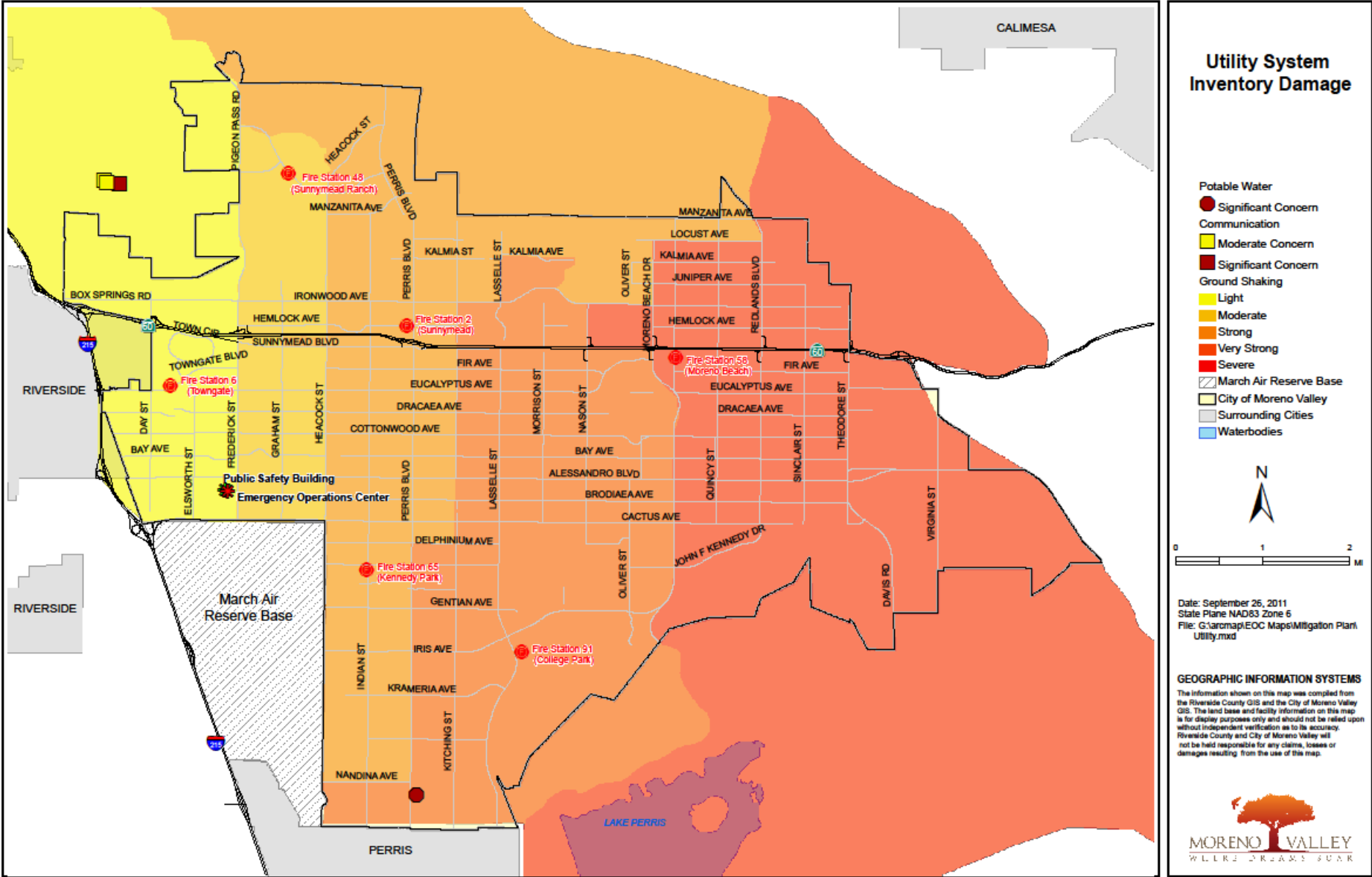


Figure 4-2.3: Map of Earthquake Scenario Showing Commercial Building Damage

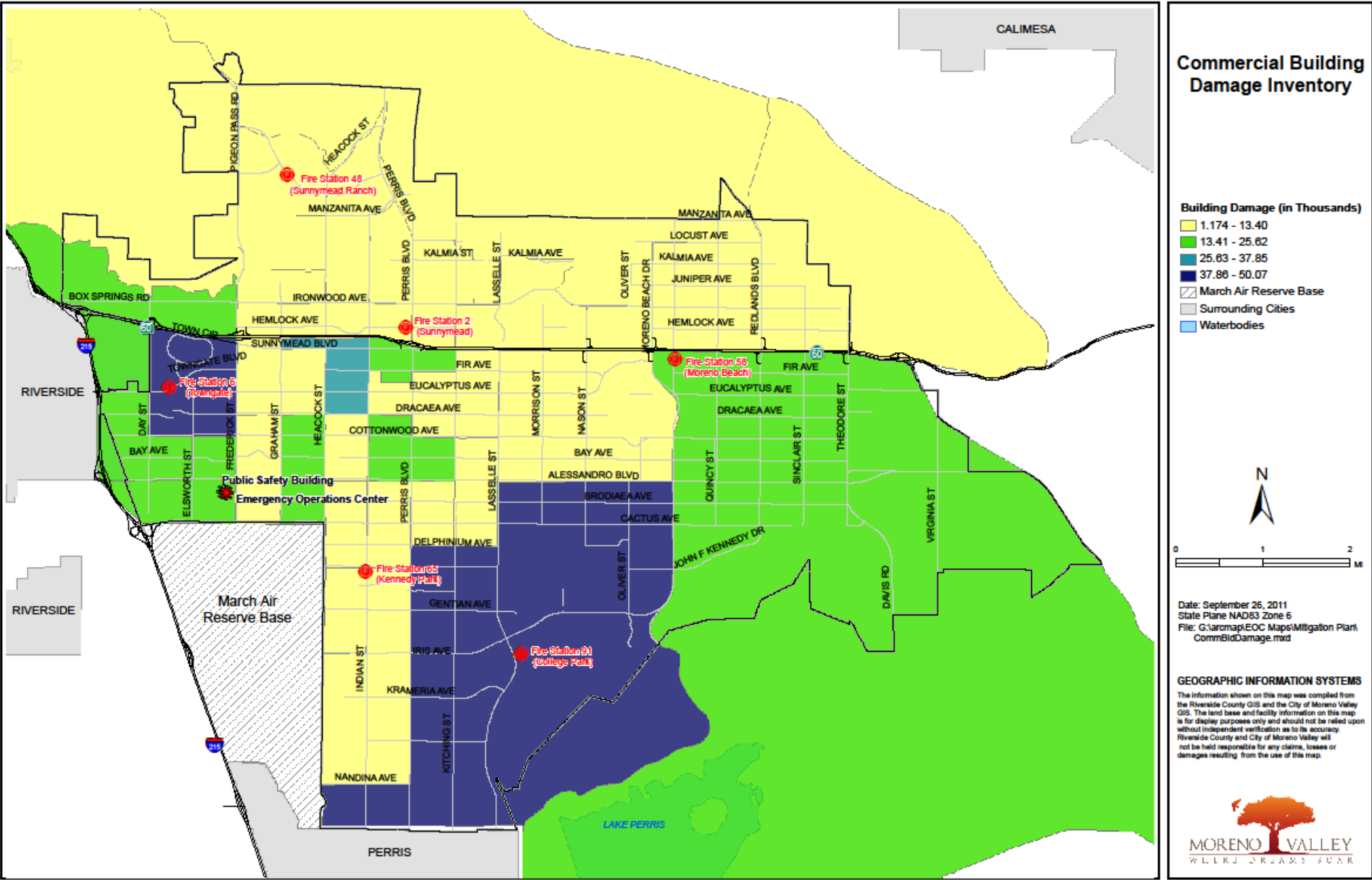
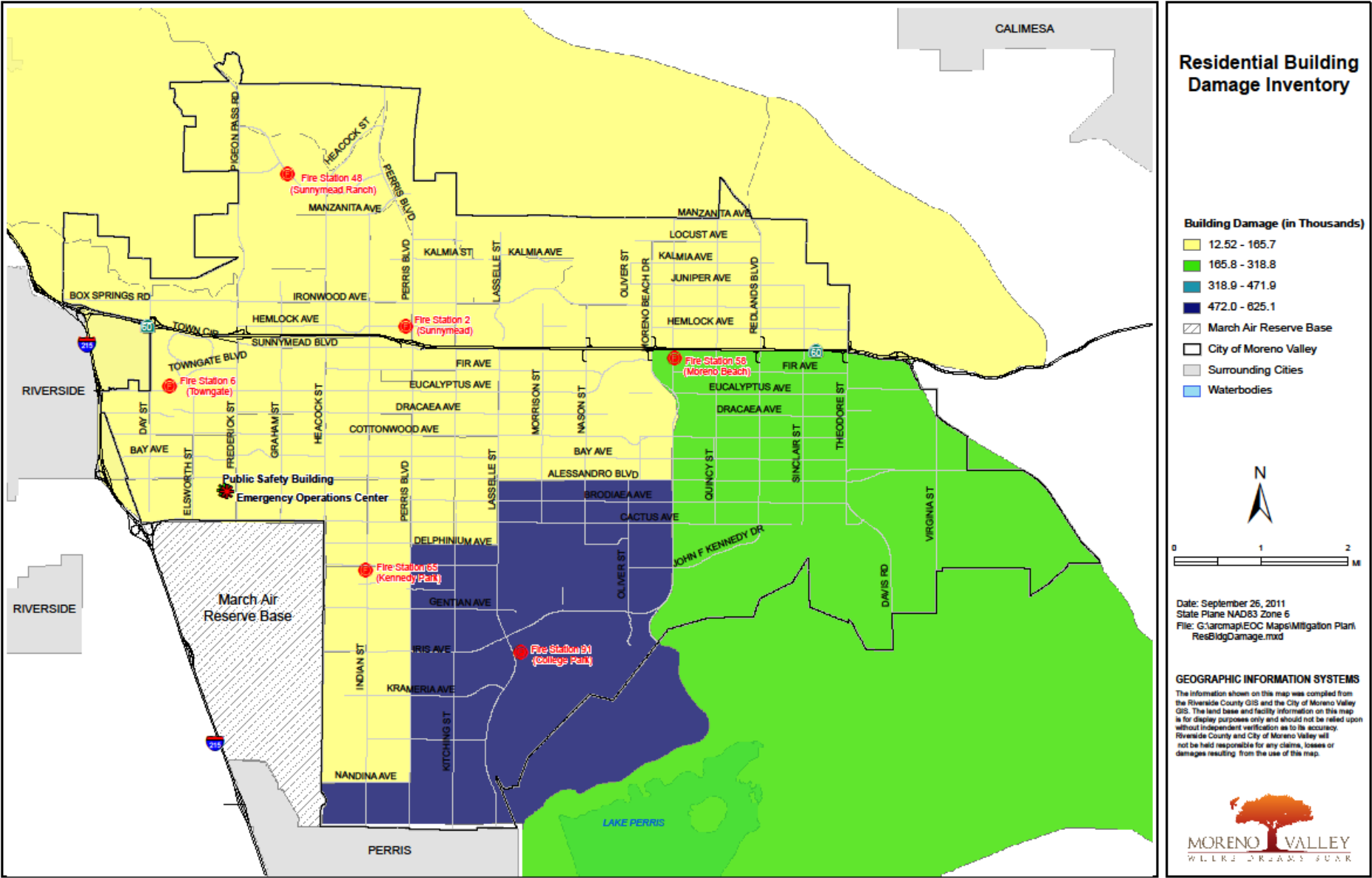


Figure 4-2.4: Map of Earthquake Scenario Showing Residential Building Damage



Chapter 5: Wildland and Urban Fires

**Moreno Valley Rating: Severity = 2
 Probability = 3**

5.1 Wildland and Urban Fires Profile – Overview/Location

The City of Moreno Valley is subject to both wildland and urban fires. The natural vegetation in the area is highly prone to fire, as well as, the urbanized portions of the City are subject to structural fires.

A wildland fire is an uncontrolled fire in combustible vegetation that is typically found in a rural or wilderness area. Also known as a vegetation fire, brush fire, forest fire or grass fire, a wildland fire differs from other fires by its extensive size and the speed by which it can spread. These types of fires have a great potential to change direction unexpectedly and can frequently jump roads and fire breaks, making them difficult to control. Wildland fires pose a great danger to urban areas where lives and property can be severely affected.

Within the City of Moreno Valley, wildfire poses a threat to the northern and eastern portions of the City, as those areas are within the high fire hazard area. Areas of concern include Box Springs (northwest area), San Timoteo Canyon (north end) and Reche Canyon (northeast area).

5.1.1 Wildland and Urban Fires Profile – Previous Occurrences

From 2003 to 2011, there were 485 wildland fires located within the City of Moreno Valley varying in size and impact. Of those, there were 4 that were over 50 acres in size.¹¹ The table below summarizes fires over 50 acres in size that impacted Moreno Valley.

Table 5-1: History of Fire in Moreno Valley and Surrounding Areas

Year	Description
2002	April 21, 2002 – Redlands Fire – San Timoteo E/O Redlands Blvd. burned 150 acres. No damage information was available.
2003	August 18, 2003 – Locust Fire: wildfire at Redlands Blvd, East end of Moreno Valley burned 1,600 acres with urban interface. Significant voluntary evacuations with major livestock movement. No other damage information was available.

¹¹ Riverside County Fire

2003	October 21, 2003 – Pass Fire; wildfire at Reche Canyon, ½ mile North of Moreno Valley burned 2,360 acres and damaged 2 single family dwellings, 2 mobile homes, 8 outbuildings and other structures and vehicles. ¹²
2007	March 4, 2007 - Wildfire at Gilman Springs Road x Alessandro burned 680 acres. No damage information was available.
2009	May 27, 2009 - Wildfire at Via del Lago x Alta Calle burned 503 acres near the North entrance of Lake Perris State Recreational Area. No damage information was available.
2011	On June 27, 2011, a wildfire at Camino Real x Oliver burned 52 acres near the North entrance of Lake Perris State Recreational Area. No damage information was available.
2011	On August 6, 2011, a wildfire at Hwy 60 x Gilman Springs Road burned 945 acres. No damage information was available.

5.1.2 Wildland and Urban Fires Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

Due to the natural topography, terrain, volatile fuel types and climate conditions, wildfire in Moreno Valley will continue to be an ongoing threat.

The potential for large and damaging fires to Moreno Valley is present throughout much of the year. During the months when the Santa Ana winds blow, the potential for a large and damaging wildfire fire is increased significantly.

5.2 Wildland and Urban Fires Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged.

Impact to Population and Structures: Injuries and/or deaths may occur during fires. In addition, portions of the population could be affected by smoke inhalation and heat from the fire, as well as, poisonous gases that cause disorientation and drowsiness. Those affected could be requested to evacuate their homes and businesses, causing both emotional and financial hardship. Seniors and individuals with access and functional needs may need special assistance to evacuate. Structures, vehicles and personal belongings could be damaged or destroyed by fire.

Impact to Essential Facilities/Historical Sites: Damage to essential facilities would impact the ability to appropriately respond to emergencies. Damage to

¹² Pass Fire Damage Report, Riverside County Office of Emergency Services, October 23, 2003

historical sites would be particularly devastating as they would be difficult to replace.

Impact to Infrastructure: Firefighting can cause an increased demand to the water supply. Infrastructure could be affected by fires and/or evacuations.

Future Development Trends: Implementation of any of the General Plan Land Use Alternatives will result in new development and the expansion adjacent to the high wildland fire hazard area; however, the existing practices and General Plan objectives, policies and programs will serve to avoid any significant wildland and urban fire impact. New development is shown in Appendix C.

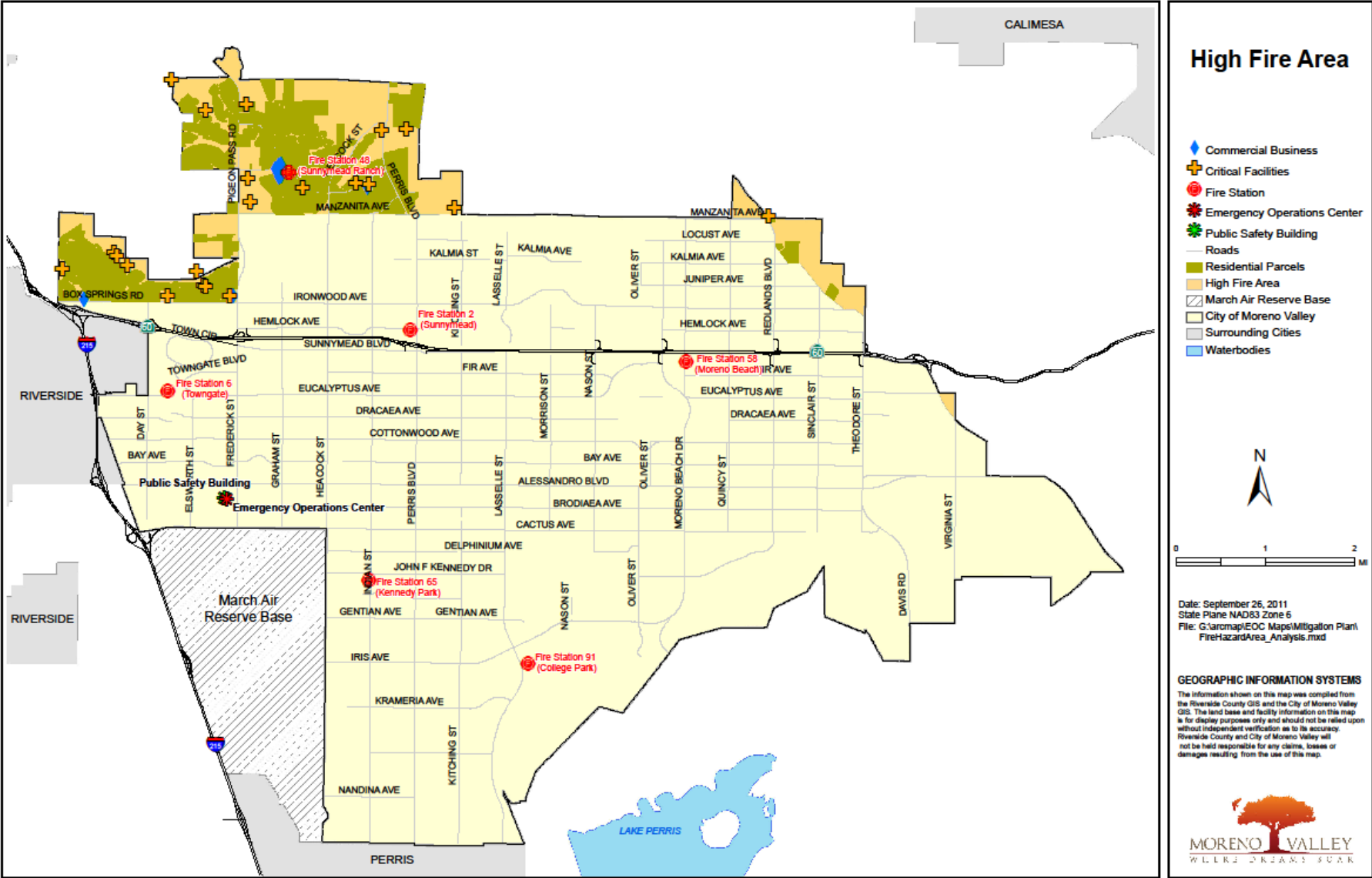
5.2.1 Wildfire Vulnerability – Potential Loss

As shown on Figure 5-2 (map), there is vulnerability to residential property, businesses and essential facilities that are located in or near high fire areas within the City of Moreno Valley. Utilizing Moreno Valley and Riverside County Assessor Data, potential loss was calculated (no contents) and the results are:

Building Type	High Fire Area (#, Value)
Residential	5664 - \$1,114,849,698
Commercial	54 - \$21,171,266
Critical Facilities	22 - \$7,439,356
Historic Sites	0

If a wildfire siege such as the one that occurred in California from October to November 1993 were to occur and damage occurred to 50% of the structures located in the wildfire area, the potential loss would be \$571 million. There are no known repetitive loss properties.

Figure 5-2: Moreno Valley High Fire Area Map



Chapter 6: Flooding

**Moreno Valley Rating: Severity = 3
 Probability = 3**

6.1 Flooding Profile – Overview/Location

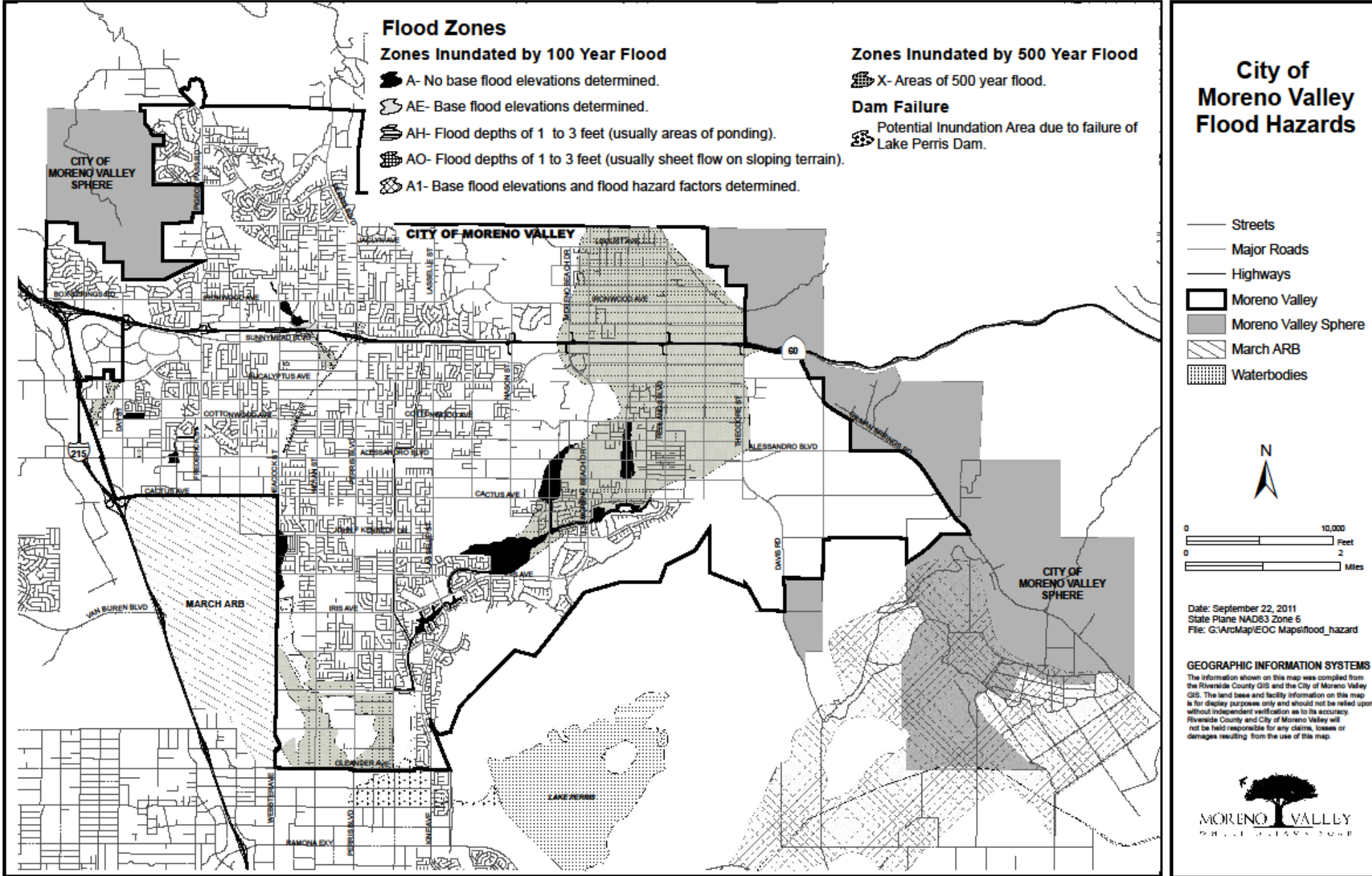
There are four types flooding conditions that exist within the Moreno Valley area: flooding in defined watercourses, ponding, sheet flow, and dam inundation. Flooding within defined watercourses occurs within drainage channels and immediately adjacent floodplains. Ponding occurs when water flow is obstructed due to manmade obstacles such as the embankments of State Route 60 and other roadways where they cross-defined watercourses. Sheet flow occurs when capacities of defined watercourses are exceeded and water flows over broad areas.

Known flood-prone areas as noted in the General Plan are:

- Along the Quincy Channel between Cottonwood Avenue and Cactus Avenue.
- An extensive floodplain that extends along the Oliver Street alignment from a point north of Alessandro Boulevard to John F. Kennedy Drive and extending in a southwesterly direction as far as the northeast corner of Morrison Street and Filaree Avenue and the northeast corner of Nason Street and Iris Avenue.
- East of Heacock Street and Lateral A of the Perris Valley Channel between Cactus Avenue and a point north of the intersection of Lateral A and Indian Street (next to March Air Reserve Base).

Several portions of the Moreno Valley area are subject to a 100-year flood, meaning a flood with a one percent chance of occurring in any given year. 100 year and 500 year flood as well as dam inundation is shown on Figure 6-1.

Figure 6-1: Moreno Valley Flood Hazards



6.1.1 Flooding Profile – Previous Occurrences

Moreno Valley has a long history of being affected by flooding. Notable flooding incidents since 2005 include:

Table 6-1: History of Flooding in Moreno Valley

Year	Description
2005	DR1577, January 2005, 12 homes were damaged throughout the City from flooding. Asphalt and pavement were washed out at various sites throughout the City. Heacock and Cactus channel flooded and block public right of way. \$23K public assistance.
2005	DR-1585, February 2005, flooding in the area of Reche Vista, Ironwood and Davis St., Heacock channel north of JFK Blvd; 15 homes throughout the City with minor flood damage. \$16K public assistance.
2010	DR-1884 Jan 2010 – Flooding damage/road closures throughout the City. Example of damage included: erosion of Heacock Channel (south of Iris north of Cactus) causing encroachment to the roadway. Slope and down drain repair at Reche vista; damage to retention basin/drainage swales on Redlands Blvd; and debris /road cleanup throughout City. Preliminary damage assessment \$195K.
2010	DR-1952, December 2010, Flooding was citywide. Heacock channel, 10 City parks, several home were damaged from flooding. Damage to the Indian Basin basin while under construction for improvement. Preliminary damage assessment \$998K.

6.1.2 Flooding Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

6.2 Flooding Vulnerability – Overview/Impact

The severity rating for this hazard is a 3, which means that there is a potential for critical damage, causing injuries and/or illnesses resulting in permanent disability, complete shutdown of critical facilities for two weeks and/or 25% to 49% of property is severely damaged. Flooding could cause cascading hazards such as landslides, dam failure, pipeline hazards, transportation incidents, power outages, hazardous materials incidents, civil unrest, diseases and insect infestations.

Impact to Population and Structures: Flooding can cause a huge impact to both the population and structures. Injuries and/or deaths could occur from drowning or traffic collisions, as well as, from cascading hazards such as power lines down, landslides and other hazards. Communications could be impacted by flooding and people could be evacuated from dangerous areas. Seniors and

individuals with access and functional needs may need special assistance to evacuate. Structures could be damaged, as well as, property.

Impact to Essential Facilities/Historical Sites: Essential facilities fall within the 100 year and 500 year flood zones and therefore could suffer damage from flooding. Historical sites could also suffer damage.

Impact to Infrastructure: Flooding could cause power outages, which would affect traffic lights and transportation. Damage to pipelines and communication infrastructure could occur. Mud and debris could affect infrastructure.

Future Development Trends: Future development will result in an increased demand for flood control and drainage services. Moreno Valley participates in the National Flood Insurance Program (NFIP) as well as the voluntary Community Rating System (CRS), which is administered by the FEMA. The NFIP program provides federal flood insurance and federally financed loans for property owners in flood prone areas. For more information about the City’s participation in NFIP and CRS, see Chapter 21.4 National Flood Insurance Program. To qualify for federal flood insurance, the City must identify flood hazard areas and implement a system of protective controls. In addition, all development is required to comply with Riverside County Flood Control and Water Conservation District requirements for construction of master drainage plan facilities. New development is shown in Appendix C.

6.2.1 Flooding Vulnerability – Repetitive Loss

There are no repetitive loss properties.

6.2.2 Flooding Vulnerability – Potential Loss

The City was unable to utilize HAZUS-MH for flooding because the data only includes river overflows. Utilizing Moreno Valley and Riverside County Assessor Data, potential loss was calculated (no contents) and the results are:

Building Type	100 Year Flood (#, Value)	500 Year Flood (#, Value)
Residential	79 - \$15,987,491	2,537 \$594,668,376
Commercial	47 - \$15,189,420	112 - \$316,145,220
Critical Facilities	2 - \$2,987,491	14 - \$17,384,137
Historic Sites	0	4 - \$791,584

Chapter 7: Drought

**Moreno Valley Rating: Severity = 2
 Probability = 3**

7.1 Drought Profile – Overview/Location

Drought is a complex issue involving many factors that can be described as a below normal expected precipitation occurring over a long period of time; inadequate water supply to meet the needs of crops and livestock; deficiencies in the stream flow, snowpack, lakes, reservoirs and groundwater levels; its impact to health and quality of life; and adverse economic impact. Drought is based on its meteorological, agricultural, hydrological and socioeconomic effects on the region.

Due to the geographic extent of drought, it would be located throughout the entire City of Moreno Valley.

7.1.1 Drought Profile – Previous Occurrences

The City of Moreno Valley has an early history of drought when, in 1887, Frank E. Brown sought to provide water to the barren plain that is now Moreno Valley. Mr. Brown built a dam at Bear Valley in the San Bernardino Mountains and formed the Bear Valley Land and Water Company. This company provided water to the City of Redlands as well as to Alessandro and Moreno, which is currently known as the City of Moreno Valley.

Unfortunately a drought struck Southern California in 1899, causing Mr. Brown to terminate the water supply to this area as the City of Redlands had first rights to the water supply. As a result of the loss of water delivery, the residents of Moreno Valley were forced to leave the area in search of a more livable environment. By 1901, few people resided in Moreno Valley, and those who remained turned primarily to the dry farming of hay, grain, and grapes.¹³

Below is a chronological list of dates of the severe droughts that have occurred in California:

- 1929-1934 – was the most severe drought in California’s history at that time¹⁴
- 1943-1951 – was more severe in southern California¹⁵
- 1959-1962 – was more severe in the Sierra Nevada¹⁵

¹³ <http://mvhistoricalsociety.com/history.htm> Retrieved September 24, 2011

¹⁴ <http://www.calwatercrisis.org/pdf/ACWA.WS.RecordDrought%202007.pdf> Retrieved September 24, 2011

¹⁵ http://geochange.er.usgs.gov/sw/impacts/hydrology/state_fd/cawater1.html Retrieved September 24, 2011

- 1976-1977 – 1977 was the single driest year on record for California¹⁶
- 1987-1992 – Caused 23 of California’s 58 counties to declare county-wide local states of emergency in 1991¹⁶
- 2007-2009 – one of the more severe droughts in California’s history with 2007 setting records in the southern coastal region as one of the driest years on record.¹⁷

7.1.2 Drought Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

7.2 Drought Vulnerability – Overview/Impact/Development Trends

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. Drought could cause cascading incidents such as fires, flooding, insect infestations and civil unrest.

Impact to Population and Structures: Drought could impact the population by the potential of imposing water restrictions, thus impacting crops, livestock, land, vegetation and urban water supplies. One of the most significant impacts could be its effect on wildfire protection. Dry vegetation has a potential to increase wildfires in and around the City of Moreno Valley. In addition, firefighting efforts may be hindered due to inadequate water supplies. Drought may also cause soil to compact and not absorb water well, thus making an area more susceptible to flooding.

Impact to Essential Facilities/Historical Sites: Essential facilities and historical sites could be impacted by inadequate water supplies and the potential for flooding in and around the site. Firefighting efforts may be hindered due to inadequate water supplies and damage to landscaping may occur.

Impact to Infrastructure: The impact of drought to infrastructure could be severe as the availability of water could be affected. Drought could affect the stream flow, snowpack, lakes, reservoirs and groundwater levels.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted by drought. A potential of inadequate water supply during periods of drought may need to be considered for future development. New development is shown in Appendix C.

¹⁶ <http://www.water.ca.gov/drought/docs/CalDrought.pdf> Retrieved September 24, 2011

¹⁷ <http://www.water.ca.gov/drought/docs/timeline-present.pdf> Retrieved September 24, 2011

7.2.1 Drought Vulnerability – Potential Loss

Due to the limitation of data, it is not possible to analyze the potential loss for Moreno Valley. However, there would be a significant loss from its related impact to wildfires, as well as, the cost to replace landscaping. There are no known repetitive loss properties.

Chapter 8: Landslide

**Moreno Valley Rating: Severity = 2
 Probability = 2**

8.1 Landslide Profile – Overview/Location

The primary factors that determine an area’s susceptibility to slope instability are the underlying geologic and soils characteristics. The abundant shales and siltstones underlying the Badlands are highly porous and do not hold together well when wet, which can lead to slope instability and landslides. Cascading hazards contributing to the possibility of landslides include rain storms and earthquakes. A “slow moving” landslide reportedly exists along Gilman Springs Road in the eastern portion of the Moreno Valley area.

A 2002 report prepared for California Department of Transportation, states that there have been over 8,500 landslides mapped within the corridor area between Gilman Springs Road and Jack Rabbit Trail. Of those, only 281 are the relatively deep, slower-moving types of landslides that typically cause damage to roadways. The majority of the larger and deeper landslides that were mapped, are dormant-mature based on the landslide features and level of erosion. Dormant-mature, in this area may only mean a low level of activity over several decades. The small number of historic rock-slides that was mapped does suggest, however, that the deeper and slower moving slides are not a very frequent occurrence in this highway corridor. In contrast, small, shallow, rapidly-moving debris flows are very abundant in the San Timoteo Badlands. Thousands of individual flows were triggered by the storms of 1969, and hundreds of additional slides were triggered by the storms of 1998. Overall the debris flow process is probably the main erosional force on the slopes of the badlands.¹⁸

8.1.1 Landslide Profile – Previous Occurrences

Table 8-1 shows a history of landslides in the Moreno Valley area.

Table 8-1: History of Landslides

Year	Description
2005	Slope failure in the Bonita Heights area of Moreno Valley. Amount of damage unknown.
2010	Slope failure due to winter storm impacting Duckbill and Mallow drive in Moreno Valley. Voluntary evacuations of 6 houses. Amount of damage unknown.

¹⁸ http://www.consrv.ca.gov/cgs/rghm/landslides/SR_186/Documents/CT60riv.pdf Retrieved October 1, 2011

8.1.2 Landslide Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

8.2 Landslide Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. Landslides could cause cascading hazards such as hazardous materials incidents, transportation incidents, power outages and pipeline incidents.

Impact to Population and Structures: There could be injuries and/or deaths from landslides due to debris flow and/or flooding. Damage to structures and personal property could occur due to the debris flow and/or flooding. People could be asked to evacuate and/or detour. Seniors and individuals with access and functional needs may need special assistance to evacuate.

Impact to Essential Facilities/Historical Sites: Essential facilities and/or historical sites are not located near landslide areas; however they could be impacted from failure of smaller slopes, debris flow and flooding.

Impact to Infrastructure: There could be plugging of culverts and related flooding and erosion of basin overflows. Transportation corridors could be impacted, causing traffic to be detoured. Evacuations could occur.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure would not be impacted. New development is shown in Appendix C.

8.2.1 Landslide Vulnerability – Potential Loss

If there were a landslide affecting the Highway 60 San Timoteo Badlands area, the potential loss would be to people traveling on Highway 60 and may not involve Moreno Valley residents. Cal Trans would be responsible for losses related to the highway. There are no known repetitive loss properties.

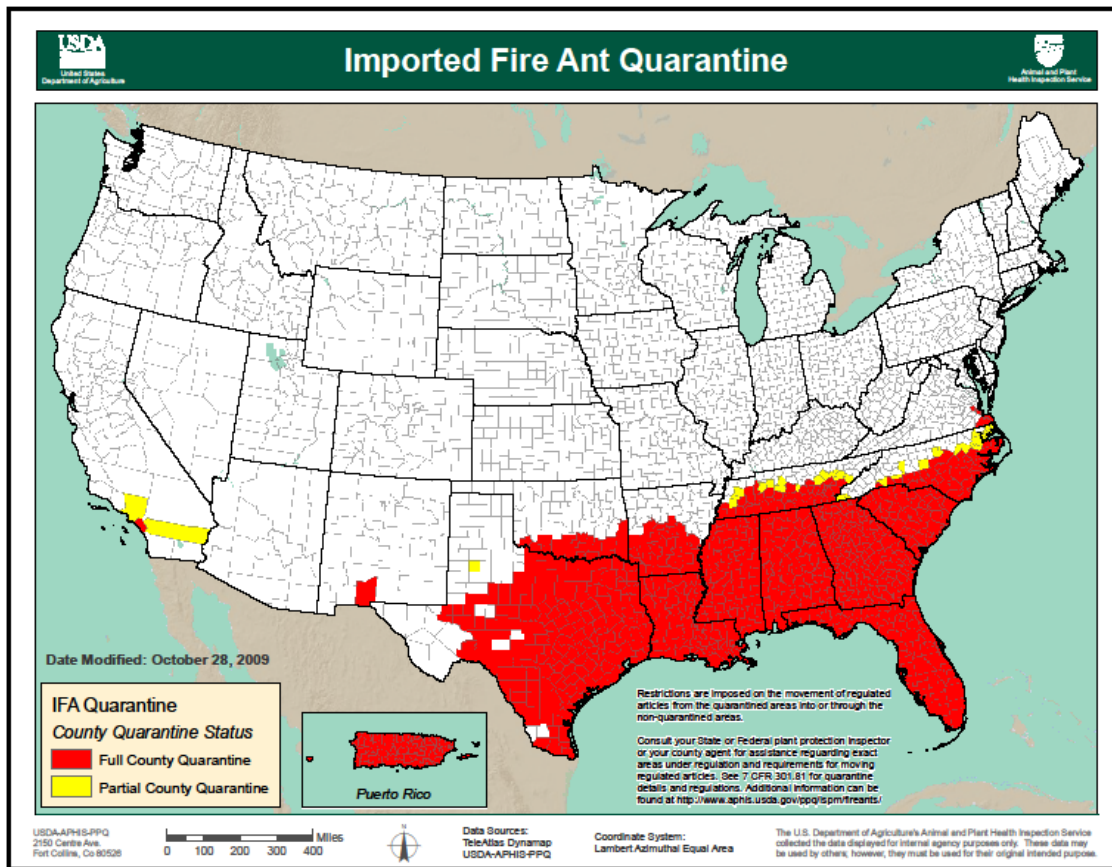
Chapter 9: Insect Infestation

**Moreno Valley Rating: Severity = 1
 Probability = 2**

9.1 Insect Infestation Profile – Overview/Location

The City of Moreno Valley is vulnerable to insect infestation, mostly from Africanized Honey Bees and Red Imported Fire Ants. The red imported fire ant came to Southern California when bees were brought in from Texas to pollinate the almond orchards in 1997.¹⁹ By 1988, the red imported fire ants were found in most of Orange County and in parts of Riverside. These ants are highly aggressive when their nests are disturbed. There are reports where people who are allergic to their venom have died.²⁰ In the past, Moreno Valley has been subject to quarantine limiting the movement of plants and soil (Figure 9-1).

Figure 9-1: Imported Fire Ant Quarantine²¹



¹⁹ Dowell, R.V, A. Gilbert, and J. Sorensen. 1997. "Red Imported Fire Ant Found in California." *California Plant Pest & Disease Report*. 16:50-55.

²⁰ http://www.ars.usda.gov/fireant/publications/EPDC_151.pdf Retrieved September 25, 2011

²¹ http://www.aphis.usda.gov/plant_health/plant_pest_info/fireants/downloads/fireant.pdf
Retrieved September 27, 2011

The Africanized Honey Bee is an African Honey Bee, bred with one of four European Honey Bees. The hybrid is virtually indistinguishable from the common honey bee. The major difference between the Africanized Honey Bee and the European Honey Bee is that Africanized Honey Bees are more aggressive in defending its home and will swarm in the hundreds to thousands to sting anything that the hive views as a threat. These attacks tend to be deadly in nature due to the sheer number of bee stings that an animal or person will receive, causing anaphylactic shock. The only known Africanized Honey Bee hive in Moreno Valley was located in 1998 at the Moreno Valley Unified School District; however, the Africanized Honey Bee has been in California since 1994 and has completely colonized numerous counties in California, including Riverside County.

9.1.1 Insect Infestation Profile – Overview/Location

Table 9-1: History of Insect Infestation

Year	Description
1998	Red imported fire ant, Latin name <i>Solenopsis invicta</i> , caused 1 square mile of Moreno Valley to be quarantined. ²²
1998	An Africanized Honey Bee, Latin name <i>Apis mellifera scutellata Lepeletier</i> , attack occurred in October at the Moreno Valley Unified School District located on Perris Boulevard. ²³
2000	A resident in Banning, CA is killed by swarm of bees. Banning is located 22 miles north of Moreno Valley. ²⁴
2006	Red imported fire ant hive found on the football field at Canyon Springs High School. Football field was out of service for approximately one month due to the infestation. ²⁵
2010	Two horses are killed by swarming bees in the City of Menifee which is located 17.8 miles south of Moreno Valley. ²⁶
2011	Bee attack in the Arlanza area of the City of Riverside kills a horse, owner is hospitalized. Riverside is a neighboring jurisdiction to Moreno Valley. ²⁷
2011	Swarm of bees in Wildomar neighborhood attack dog. Wildomar is located 35 miles south of Moreno Valley. ²⁸

²² http://www.ars.usda.gov/fireant/publications/EPDC_151.pdf Retrieved September 25, 2011
²³ <http://articles.latimes.com/1998/dec/17/local/me-54929> Retrieved September 25, 2011
²⁴ <http://www.stingshield.com/2000news.htm> Retrieved September 27, 2011
²⁵ http://www.pe.com/localnews/sbcounty/stories/PE_News_Local_S_fireants29.6ed14e.html?npc Retrieved September 27, 2011
²⁶ http://www.nctimes.com/news/local/menifee/article_8b756184-96eb-5575-949d-aedef97981cf.html Retrieved September 27, 2011
²⁷ <http://latimesblogs.latimes.com/lanow/2011/07/horse-killed-bees-riverside.html> Retrieved September 27, 2011
²⁸ <http://www.nbclosangeles.com/news/local/Bees-Sward-Riverside-Neighborhood-125669843.html> Retrieved September 27, 2011

9.1.2 Insect Infestation Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

9.2 Insect Infestation Vulnerability – Overview/Impact

The severity rating for this hazard is a 1, which means that there is a potential for negligible damage, causing injuries and/or illnesses treatable with first aid, minor quality of life lost, shutdown of critical facilities and services for 24 hours or less and/or no more than 1% of property is severely damaged. Insect infestation could cause cascading hazards such as pandemic flu or disease.

Impact to Population and Structures: Injuries and/or deaths from insect infestations are likely. The amount of injuries and/or deaths is not expected to be high. There could be an impact to vegetation as well as, structures.

Impact to Essential Facilities/Historical Sites: There could be an impact to essential facilities and historical sites, as well as, landscaping.

Impact to Infrastructure: No impact is expected.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted by insect infestations. Eradication costs may need to be considered. New development is shown in Appendix C.

9.2.1 Insect Infestation Vulnerability – Potential Loss

If an imported red fire ant insect infestation were to impact Moreno Valley and quarantine were ordered, the potential loss would be to area nurseries and to eradication of the pest. Due to limitation of data, the actual cost is not known. There are no known repetitive loss properties.

Chapter 10: Extreme Weather

**Moreno Valley Rating: Severity = 2
 Probability = 3**

10.1 Extreme Weather Profile – Overview/Location

For purposes of profiling the extreme weather hazard for this plan, extreme weather includes lightening, hail, freezing and heat. Flooding is profiled in chapter 6 and severe wind is profiled in chapter 11. Extreme weather could affect the entire City of Moreno Valley.

Lightening – Lightning can strike anywhere and typically follows the shortest, easiest path to the earth, striking buildings, trees or other objects such as poles and metal objects. Lightening can enter a building through a direct strike by striking a metal object that is attached to the building or by following a power line or unground wire fence that is attached to a building.

Hail/Freezing – Hail is a form of solid precipitation. It consists of balls or irregular lumps of ice, each of which is referred to as a hail stone. Hail formation requires environments of strong, upward motion of air with the parent thunderstorm (similar to tornadoes) and lowered heights of the freezing level (< 32 °Fahrenheit, 0 Celsius). Hail is most frequently formed in the interior of continents within the mid-latitudes of Earth, with hail generally confined to higher elevations within the tropics.²⁹

Heat – Extreme heat may occur in the summer.

10.1.1 Extreme Weather Profile – Previous Occurrences

Table 10-1 shows the history of extreme weather for the City of Moreno Valley and surrounding area.

Table 10-1: History of Extreme Weather

Year	Description
1972	Lightning struck the Riverside and Norco area. One boy was killed. ³⁰
1995	July, 27-28, 1995, Heat wave: 111° Banning, Moreno Valley, and Sun City ³⁰
2005	February 24, 2005, Lightning struck a girl in Moreno Valley. ³⁰

²⁹ <http://en.wikipedia.org/wiki/Hail>

³⁰ <http://www.wrh.noaa.gov/sgx/document/weatherhistory.pdf>

2007	September 1-3, 2007, Heat wave - 110° in the Inland Empire and high deserts, and 115° in the lower deserts. At least six deaths from heat related illnesses. ³⁰
2008	May 22, 2008, Hail on Moreno Beach Drive at the 60 Freeway in Moreno Valley. The nickel size hail downpour was brief, and it melted quickly. Awnings, trees and vehicles were damaged. ³¹
2008	May, 22, 2008, Heavy rain from thunderstorms. 28 residences were flooded and damaged in the northeast Moreno Valley. ³⁰
2008	December 26, 2008, Freezing temperatures in Moreno Valley, (31°) ³²
2010	December 30, 2010, Freezing temperatures in Moreno Valley, (32°) ³³

10.1.2 Extreme Weather Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

10.2 Extreme Weather Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. Extreme weather can cause cascading hazards such as pipeline incidents, transportation incidents, power outages, hazardous materials incidents and civil unrest.

Impact to Population and Structures: The impact to the population from lightning strikes, hail or freezing and/or extreme heat could involve injuries and/or deaths. For heat, the population is susceptible to heat exhaustion and heat stroke. The elderly, children, people with functional needs and those that have pre-existing medical conditions are very susceptible to heat injuries during extreme heat. Structures may be susceptible to damage from all types of extreme weather. Extreme heat may impact vegetation.

Impact to Essential Facilities/Historical Sites: Essential facilities and/or historical sites may be susceptible to damage from all types of extreme weather. Extreme heat may impact vegetation.

³¹ <http://weathercurrents.com/morenovalley/PhotoDisplay.do?Id=9&Story=main/22May2008Hail>

³² <http://weathercurrents.com/morenovalley/NewsItemDisplay.do?Id=527>

³³ <http://weathercurrents.com/morenovalley/NewsItemDisplay.do?Id=704>

Impact to Infrastructure: Extreme weather may cause power outages and disruptions to communications and transportation.

Development Trends: Since vulnerability to extreme weather is Citywide, future development trends are not expected to impact the vulnerability to extreme weather. New development is shown in Appendix C.

10.2.1 Extreme Weather Vulnerability – Potential Loss

If a lightning event were to damage the Conference and Recreation Center, located on Frederic Street, the potential loss could be from structural and infrastructure damage. The value of the building is \$20,315,827.00 (does not include contents). It is estimated that the potential loss could be 1% of the value, which would be \$203,158.00. There are no known repetitive loss properties.

Chapter 11: Severe Wind

**Moreno Valley Rating: Severity = 2
 Probability = 3**

11.1 Severe Wind Profile – Overview/Location

Winds around Moreno Valley are generally cyclic, blowing from the southwest and west, especially in the summer and during the day. At night, especially during the winter, a weak off-shore breeze occurs. Occasionally in the fall these cyclical breezes are interrupted by strong, dry, warm desert winds (Santa Anas) from the north/northeast.

11.1.1 Severe Wind Profile – Previous Occurrences

The City of Moreno Valley and surrounding area has a history of chronic windstorms. While extremely rare, the Moreno Valley area is also susceptible to tornadoes. In May of 2008, two tornadoes barreled across Interstate 215 south of March Air Reserve Base, knocking over a tractor trailer and several box cars from a nearby train.³⁴

Figure 11-1: Two Tornadoes Touched Down Across Interstate 215³⁵



³⁴ http://www.pe.com/localnews/morenovalley/stories/PE_News_Local_D Retrieved September 28, 2011

³⁵ Photo From Anonymous Author

Table 11-1: History of Severe Wind/Tornadoes Near Moreno Valley

Year	Description
1955	Tornado north of Moreno Valley ³⁶
1982	Tornado in Riverside.
1993	Funnel cloud in Moreno Valley.
1996	Two funnel clouds southwest of Moreno Valley.
1996	Tornado in Cabazon. Threw a 5 ton mobile home 30 feet. Minor damage to six other mobile homes.
1998	Tornado in Homeland, Funnel clouds in in Homeland and Moreno Valley. Damage to mobile homes on Homeland.
2005	A tornado hit Hemet. A funnel cloud was reported in Mira Loma. The tornado picked up a storage shed in Diamond Valley and threw it into a power pole.
2005	A tornado struck Hemet. Trees downed.
2005	60 -70 mph winds hit the Hemet, Canyon Lake and Menifee region.
2006	50 mph+ winds demolished the "M" on Box Springs Mountain, above Moreno Valley
2008	Four Tornadoes touched down near Moreno Valley, one was rated on the Enhanced Fujita Scale an EF-2 and was on the ground for an exceptional 21 minutes. 9 railroad cars were derailed. A semi-truck was lifted 30 -40 feet in the air, severely injuring the driver. Damage to roofs, trailers and sheds occurred.

Figure 11-1.1: Enhanced Fujita Scale³⁷

EF 0	65-85 mph
EF 1	86-110 mph
EF 2	111-135 mph
EF 3	136-165 mph
EF 4	166-200 mph
EF 5	Over 200 mph

³⁶ <http://www.wrh.noaa.gov/sgx/document/weatherhistory.pdf> Retrieved September 28, 2011

³⁷ http://students.rochester.k12.mi.us/hart/fall20009tornado/tornadogranth/Enhanced_Fujita_Scale_V1.JPG Retrieved September 28, 2011

11.1.2 Severe Wind Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

11.2 Severe Wind Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. Severe wind could cause cascading hazards such as transportation and hazardous materials incidents, power outages, fires and pipeline incidents.

Impact to Population and Structures: Severe wind and/or tornadoes could cause major injuries. The potential for impaled objects exists as well. Severe wind and/or tornadoes could cause damage to structures and cause an increased chance of fires.

Impact to Essential Facilities/Historical Sites: Severe wind and/or tornadoes could cause damage to essential facilities and/or historical sites and cause an increased chance of fires.

Impact to Infrastructure: Severe wind and/or tornadoes could cause power outages.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted by severe winds and/or tornadoes; however, there are no recommendations for changes to development trends. New development is shown in Appendix C.

11.2.1 Severe Wind Vulnerability – Potential Loss

If a severe wind event were to occur, causing a power outage near the Moreno Valley Mall area during mall hours, the potential loss could be loss of retail sales and the cost to restore power. Due to limitation of data available, it is not possible to estimate the potential loss. There are no known repetitive loss properties.

Chapter 12: Dam Failure/Inundation

**Moreno Valley Rating: Severity = 2
 Probability = 2**

12.1 Dam Failure/Inundation Profile – Overview/Location

Dam inundation is a potential flood hazard in several portions of Moreno Valley from two dams: Poorman Reservoir (Pigeon Pass Reservoir) and Lake Perris.

Pigeon Pass: Failure of the dam at Pigeon Pass (Poorman Reservoir) could result in extensive flooding along the downstream watercourse. The risk of flooding due to dam failure is limited to the period during and immediately after major storms. The reservoir does not retain water throughout the year.

Perris: Failure of the dam at Lake Perris would only affect a very small area south of Nandina Avenue along the Perris Valley Storm Drain and the Mystic Lake area in the southeast corner of Moreno Valley.

In 2005, a study by the state found that the Perris Dam likely would crumble in the range of a 7.5 magnitude earthquake, unleashing billions of gallons of water across western Riverside County. After that, the lake was dropped 25 feet to a safer level and will remain there until repairs can be completed. The seismic repairs are expected to begin in early 2013 and be finished by the end of 2014.³⁸

The state plans to inject cement and soil into the deepest and most unstable parts of the dam's foundation so it will better withstand shaking from an earthquake. A stability berm would be built on top of the new foundation, allowing the lake to be taken to its previous level. A new outlet tower to funnel lake water into the regional drinking water system also would be built.³⁸

A two-mile-long emergency channel would be constructed next to the Ramona Expressway so large water releases during a disaster would be directed away from neighborhoods and into a storm drain.³⁸

Figure 12-1: Perris Dam Construction Project³⁹



³⁸ http://www.pe.com/localnews/morenovalley/stories/PE_News_Local_D_dam22.112a702.html
Retrieved October 1, 2011

³⁹ <http://www.water.ca.gov/lakeperris/> Retrieved September 30, 2011

A map of Moreno Valley flooding and dam inundation is included in chapter 6. Table 12-1 shows a summary of Pigeon Pass and Lake Perris information.

Table 12-1: Pigeon Pass and Lake Perris Summary

Dam	Height	Storage (acre-feet)	Year Built	Drainage Area (square miles)
Pigeon Pass	36	900 (approx. 293,000 gal)	1958	8.71
Perris	130	2,340 (approx. 42,834,000 gal)	1973	10

12.1.1 Dam Failure/Inundation Profile – Previous Occurrences

There are no previous occurrences of dam failure/inundation.

12.1.2 Dam Failure/Inundation Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

12.2 Dam Failure/Inundation Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. For information about flooding, see Chapter 6. Dam failure/inundation could cause cascading hazards such flooding, pipeline hazards, transportation, power outages and hazardous materials incidents.

Impact to Population and Structures: The population in the dam inundation areas could be requested to evacuate. Seniors and individuals with access and functional needs may need special assistance to evacuate. An evacuation map (Figure 12-2) shows the nearby population to the inundation area. There could be damage to structures in the inundation areas affected by flood waters.

Impact to Essential Facilities/Historical Sites: Failure of the Perris Dam would only affect a very small area south of Nandina Avenue along the Perris Valley Storm Drain and the Mystic Lake area in the Southeast corner of Moreno Valley. While two schools, Rancho Verde High School and El Potrero Elementary School, are not located in the inundation area, they may be impacted

by an evacuation. The schools near (not in) the inundation area are shown on the evacuation map (Figure 12-2). No historical sites are within the dam inundation area.

Impact to Infrastructure: An evacuation could impact transportation routes.

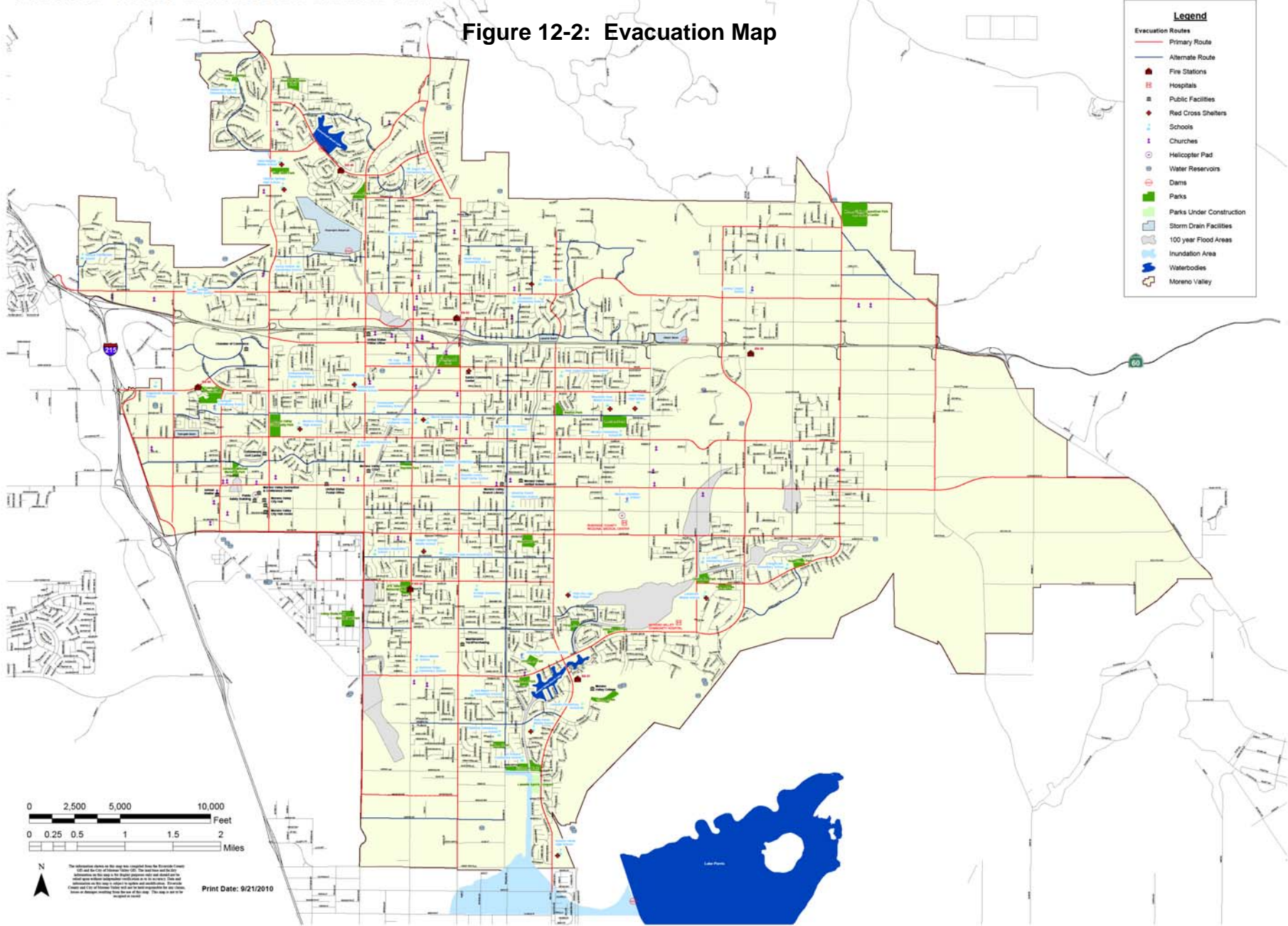
Development Trends: Future development will result in an increased demand for flood control and drainage services. Moreno Valley participates in the National Flood Insurance Program (NFIP) as well as the voluntary Community Rating System (CRS), which is administered by the FEMA. The NFIP program provides federal flood insurance and federally financed loans for property owners in flood prone areas. For more information about the City's participation in NFIP and CRS, see Chapter 21.4: National Flood Insurance Program. To qualify for federal flood insurance, the City must identify flood hazard areas and implement a system of protective controls. In addition, all development is required to comply with Riverside County Flood Control and Water Conservation District requirements for construction of master drainage plan facilities. New development is shown in Appendix C.

12.2.1 Dam Failure/Inundation Vulnerability – Potential Loss

If a dam failure occurred at Perris Dam, the potential loss would be limited to a very small area south of Nandina Avenue along the Perris Valley Storm Drain in the southeast corner of Moreno Valley. Please see Chapter 6 for losses related to flooding. There are no repetitive loss properties.

MORENO VALLEY EVACUATION ROUTES MAP

Figure 12-2: Evacuation Map



Chapter 13: Pipeline

Moreno Valley Rating: Severity = 2
Probability = 2

13.1 Pipeline Profile – Overview/Location

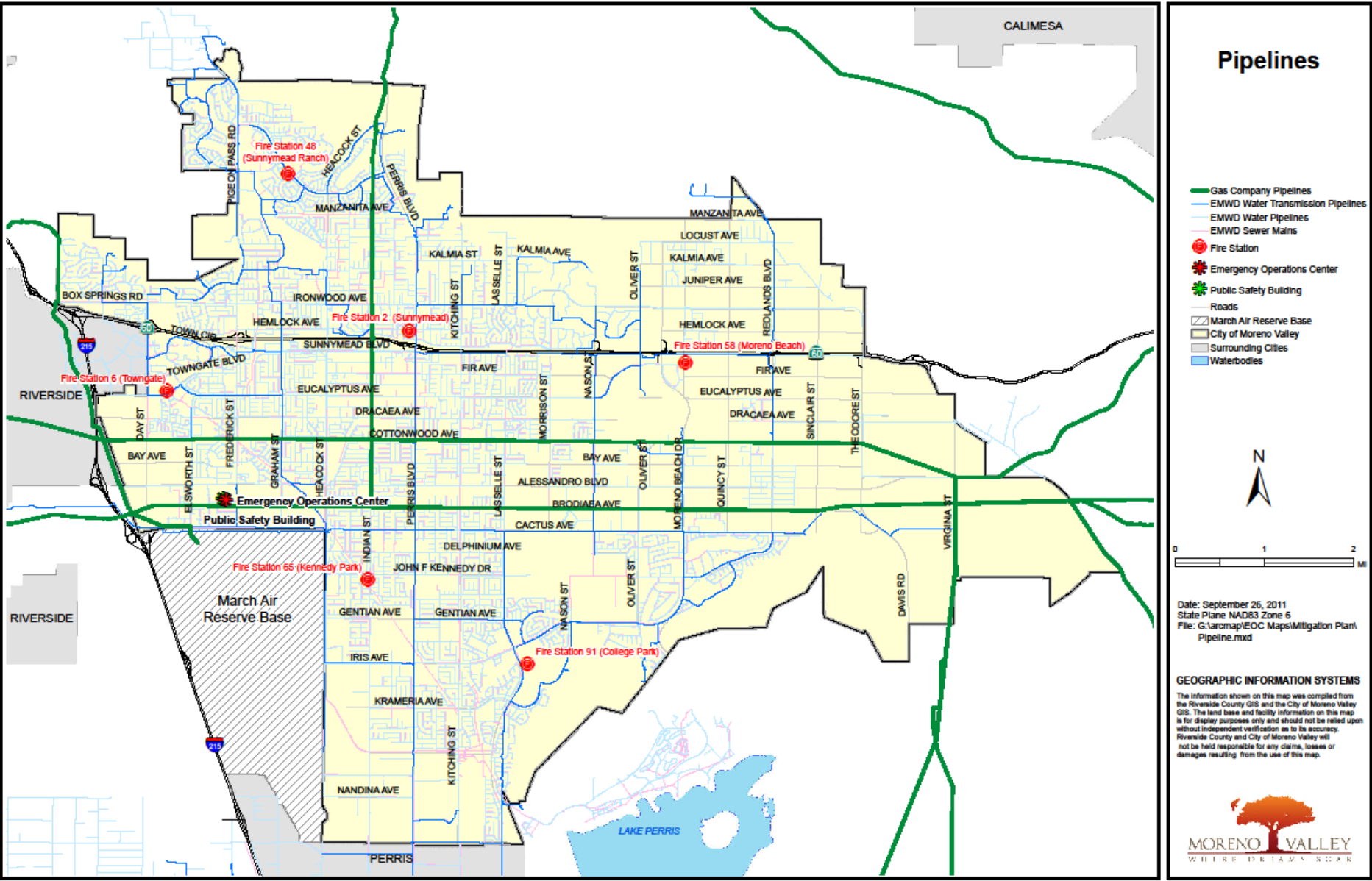
Natural gas, oil, water and sewer are transported via pipeline, mostly by underground pipes in developed and urban areas.

Water: Most of the City’s water is imported via the California Aqueduct from northern and central California. Box Springs Mutual Water Company serves a small portion of the community, while the primary purveyor of water in Moreno Valley since the 1950’s is Eastern Municipal Water District (EMWD). EMWD completed a major water supply line along Perris Boulevard in 1954 through which water became available in 1955. The existing water companies were responsible for connecting to the main water supply system, including the Edgemont Gardens Mutual Water Company and the Sunnymead Mutual Water Company. An underground segment of the aqueduct runs from the northwest corner of Moreno Valley to Lake Perris. Water from Lake Perris is pumped to the Mills Filtration Plant in the City of Riverside before it is distributed to Moreno Valley customers.

Natural Gas: The Southern California Gas Company maintains a comprehensive system of distribution and service lines throughout the City. In addition to local lines, two major 30-foot wide transmission lines cross Moreno Valley. Line number “2001” is located in Cottonwood Avenue and line number “2000” is located in Brodiaea Avenue. Both lines run east-west through the entire City. There are also 8-inch and 12-inch major distribution supply lines located on Indian Avenue, running north from Brodiaea Ave through Moreno Valley. All of these are considered “high-pressure” lines, meaning that they contain over 60 pounds per square inch (psi). There is also an aviation fuel line that runs through Moreno Valley, however, this line no longer provides fuel to March Air Reserve Base.

Sewer: Eastern Municipal Water District operates over 356 miles of sewer mains (12” and above) and six sewage lift stations to provide wastewater collection services within Moreno Valley. All wastewater is collected and conveyed to the Moreno Valley Regional Water Reclamation Facility located in the southwestern portion of the City and has a capacity to treat 16 million gallons of wastewater (mgd) per day and a capacity to expand to 41 mgd. Sewer services for the southwestern Moreno Valley are provided by the Edgemont Community Services District. The District provides wastewater treatment under contract with the City of Riverside. According to the District, the pipes that transmit sewage to the City of Riverside Water Quality Control Plant are over 50 years old and are in need of repair.

Figure 13-1: City of Moreno Valley Pipeline Map



13.1.1 Pipeline Profile – Previous Occurrences

Moreno Valley and the surrounding area have a history of pipeline ruptures, spillage and vandalism to natural gas and sewer lines. Table 13-1 shows incidents dating from 1991.

Table 13-1 Moreno Valley Area Natural Gas and Sewer Line Incidents

Year	Description
1991	Two inch natural gas pipe ruptured by back hoe. Occurred at 9:45 a.m. in the 12700 block of Pembridge Drive, south of State Highway 60. No explosion, but gas did ignite when it contacted the backhoe’s muffler. Incident was contained within one hour. ⁴⁰
2001	Eastern Municipal Water District estimates 46,000 gallons of sewage spilled due to a block sewer line in the area north of John F. Kennedy Drive and east of Moreno Beach Drive in a vacant lot. ⁴¹
2002	Eastern Municipal Water District estimates 2,500 gallons of sewage spilled out of a manhole at the intersection of Indian Avenue and John F. Kennedy Drive. ⁴²
2005	Vandalism causes \$61,696 in damage to Southern California Gas Company gas line. ⁴³
2007	69 gallons of sewer discharged at 24512 Filaree due to a blocked manhole ⁴⁴
2007	420 gallons of sewage discharged at 16674 Century Street ⁴⁴
2007	300 gallons of sewage discharged at 21880 Winding Road ⁴⁴
2008	450 gallons of sewage discharged at 13874 Rockcrest Drive ⁴⁴
2008	1,500 gallons of sewage discharged at 12080 Pigeon Pass ⁴⁵
2008	450 gallons of sewage discharged at 13874 Rockcrest Drive ⁴⁵
2009	2,590 gallons of sewage released at Ironwood and Talbor ⁴⁶
2009	270 gallons of sewage released at Pan Am and Eucalyptus ⁴⁶
2009	7,000 gallons of sewage released at 23650 Hemlock ⁴⁶

⁴⁰ Press Enterprise Article *Punctured gas line sparks fire* published on unknown date in 1991

⁴¹ http://www.emwd.org/news/news-archives/news_01/mv-sewer_0710.html Retrieved September 25, 2011

⁴² http://www.emwd.org/news/news-archives/news_02/mv-sewer_412.html Retrieved September 25, 2011

⁴³ <http://www.pstrust.org/library/docs/gt1986to2009.xls> Retrieved September 25, 2011

⁴⁴ https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?reportId=sso_overview_region&reportAction=generate®ion=8&agency=EasternMunicipalWaterDistrict&collSys=EasternMunicipalWaterDistrictCS&count=10&curpage=0&pagesize=25&sortop=y Retrieved September 25, 2011

⁴⁵ <http://www.calema.ca.gov/HazardousMaterials/Documents/HazMat%20Spill%20Reports%202008.xls> Retrieved September 26, 2011

⁴⁶ <http://www.calema.ca.gov/HazardousMaterials/Documents/Hazmat%20Spill%20Reports%202009.xls> Retrieved September 26, 2011

2009	Two inch underground gas line broke on Daimler Street between Margarita Street and Bay Avenue at 2 p.m. Two homes were evacuated. Repairs took three hours. ⁴⁷
2011	A four to five inch natural gas main was ruptured on Cactus Avenue east of Moreno Beach Drive at a construction site. ⁴⁸
2011	1,140 gallons of sewage discharged at 12640 Memorial Way ⁴⁹
2011	6,500 gallons of sewage discharged at 12926 Indian Street ⁴⁴
2011	4" gas main was struck by a back hoe at Cactus Avenue and Wilmot. ⁴⁹

13.1.2 Pipeline Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

13.2 Pipeline Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged. Pipeline incidents could cause cascading hazards such as flooding, transportation and hazardous materials incidents, civil unrest and pandemic flu or disease.

Impact to Population and Structures: Pipeline incidents could impact the population by causing injuries, illness or death. People affected may have to be evacuated or asked to shelter in place. Seniors and individuals with access and functional needs may need special assistance to evacuate. People could be asked to drink bottled water or to boil their water before drinking, if sewage were to contaminate the water. Damage to structures and/or property may occur.

Impact to Essential Facilities/Historical Sites: Essential facilities and/or historical sites could be affected by pipeline incidents. Pipeline incidents could hinder emergency operations due to lack of water or evacuation of essential facilities.

Impact to Infrastructure: A pipeline incident would have a large effect on infrastructure. For instance, a sewer line rupture could contaminate water; a water line rupture could limit emergency responder’s ability to fight fires; and a natural gas rupture could cause fires, evacuations and more.

⁴⁷ Press Enterprise *Gas line breaks, two homes evacuated*, June 18, 2009

⁴⁸ <http://www.swrn.com/2011/05/23/moreno-valley-natural-gas-line-ruptures-at-construction-site/>
Retrieved September 25, 2011

⁴⁹ <http://www.calema.ca.gov/HazardousMaterials/Documents/HazMat%20Spill%20Reports%202011.xls> Retrieved September 25, 2011

Development Trends: An increase in development is expected to result in incremental increased demand for infrastructure. Future planned development is expected to be constructed utilizing Uniform Building Codes and design standards. New development is shown in Appendix C.

13.2.1 Pipeline Vulnerability – Potential Loss

If a gas line explosion were to occur at City Hall, the damage to the building and infrastructure could be significant and is estimated at 25 million. There are no known repetitive loss properties.

Chapter 14: Transportation

**Moreno Valley Rating: Severity = 2
 Probability = 2**

14.1 Transportation Profile – Overview/Location

The City of Moreno Valley has an extensive transportation network that includes of state highways, arterials and local streets, public transit, and nearby rail. For purposes of this plan, transportation emergencies involve highways, arterials and surface streets, as well as, rail and air.

Highways and Arterials - State Route 60 (SR-60) is a major regional east-west highway linking Moreno Valley to both neighboring and outlying communities. Additional regional east-west travel is provided by Box Springs/Ironwood, Sunnymead Boulevard and Alessandro Boulevard, both of which are maintained by the City. Sunnymead Boulevard serves as the traditional commercial corridor of Moreno Valley. Alessandro Boulevard serves as a commercial and industrial corridor at its westerly end. Other major east-west routes within the City are, from north to south, Eucalyptus Avenue, Cottonwood Avenue and Cactus Avenue.

Interstate 215 (I-215) is immediately to the west of the City and is the primary regional route for north-south travel, linking Moreno Valley to both neighboring and outlying communities. Additional regional north-south routes include Perris Boulevard, Redlands Boulevard and Gilman Springs Road. Other north-south access is provided by Moreno Beach Drive and Pigeon Pass Road/Frederick Street.

Rail - The nearest railway is the Burlington Northern and Santa Fe railway which runs parallel to I-215. A major train derailment could impact the City of Moreno Valley if the crash involved a hazardous materials accident.

Air - There is an airfield located southwest of the City limits. The airfield is operated by two entities: March Air Reserve Base and the March Inland Port Airport Authority. The land at each end of the runway is subject to significant danger of aircraft accidents during takeoff and landing. The land below the landing approach is designated as the clear zone and is located at the northeast corner of Heacock Street and Oleander Avenue in the City. Air crash zones are mapped into various categories: areas on or adjacent to the runway; areas within the areas within the clear zone; Accident Potential Zone (APZ) I; and Accident Potential Zone (APZ) II. The risk is greatest immediately under the takeoff and landing zone located at either end of the runway(s). The accident potential within the clear zone, which extends 3,000 feet from each end of the runway, is considered to be of such high risk that few uses are acceptable. A small area at the extreme southwest corner of the City is within the clear zone.

Figure 14-1: City of Moreno Valley Transportation Map

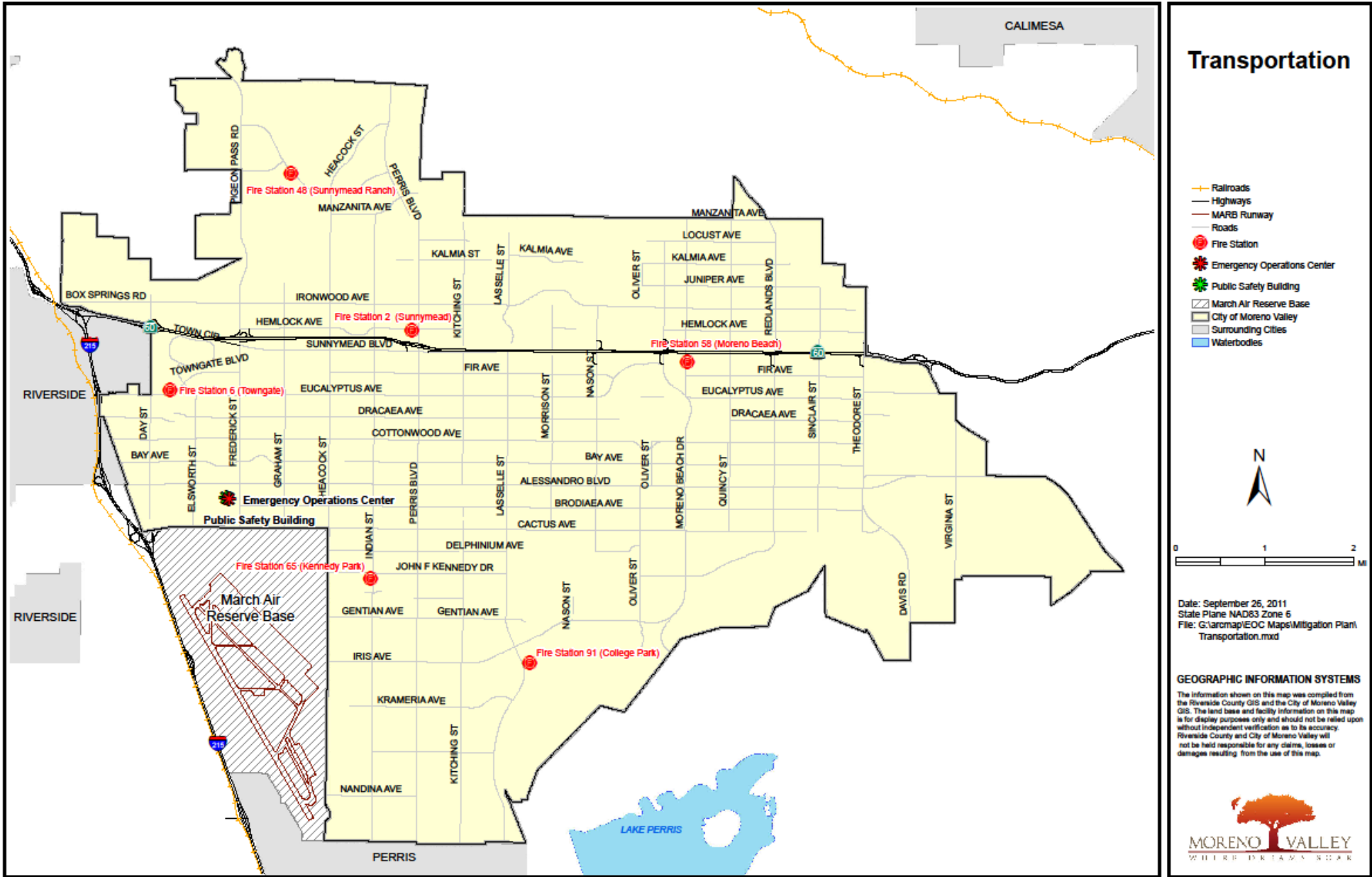
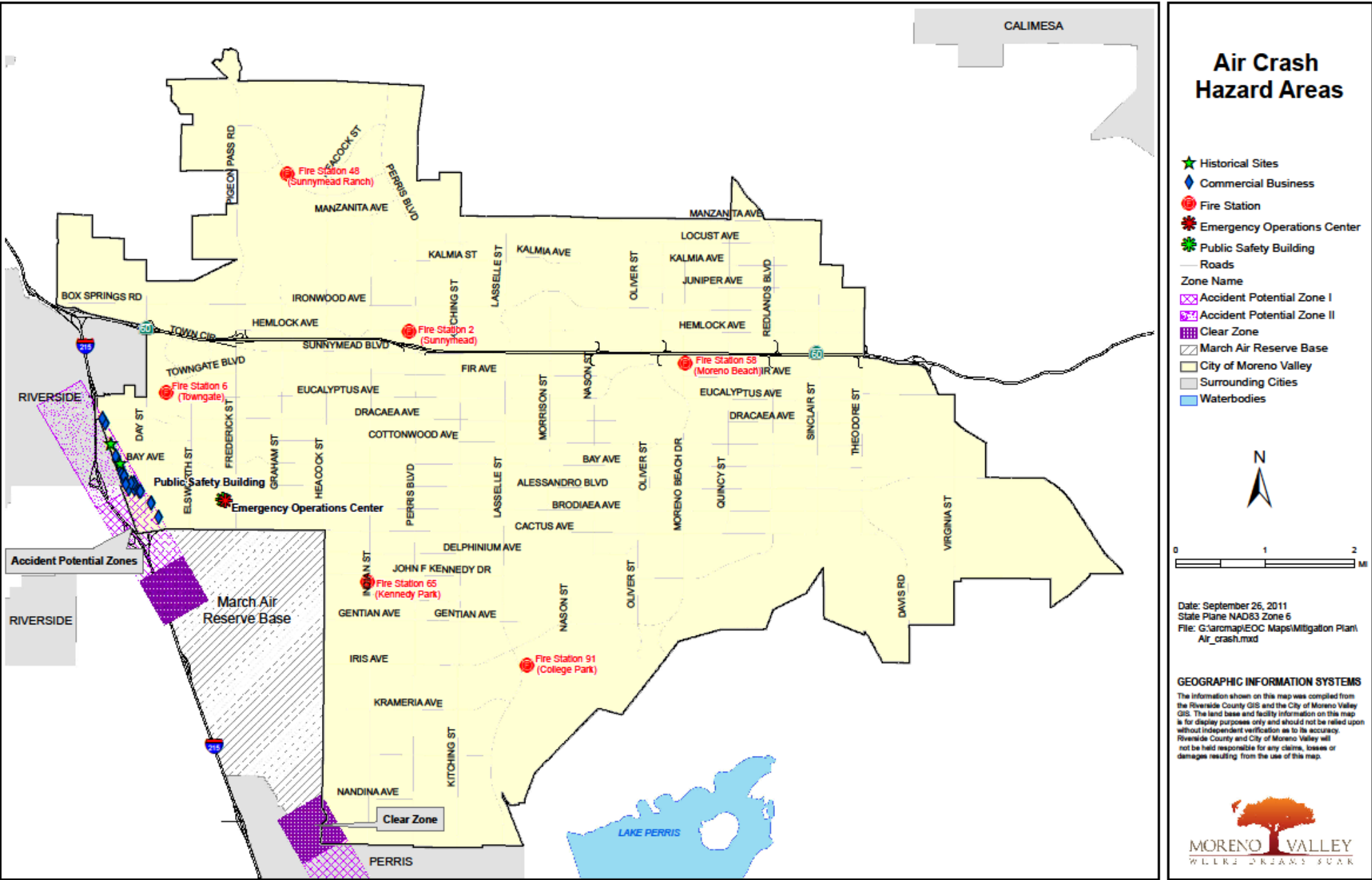


Figure 14-1.1: Moreno Valley Air Crash Hazard Map



14.1.1 Transportation Profile – Previous Occurrences

Table 14-1 shows a history of transportation incidents in Moreno Valley and the surrounding area.

Table 14-1: Moreno Valley Transportation History of Incidents

Year	Description
1998	Union Pacific train derailment occurred with 4,000 gallons of hazardous fuel near Moreno Valley in San Timoteo Canyon. Damage costs were estimated at \$1.3 million. ⁵⁰
1998	UP 967, SP 8617, SP 8651, and SP 9206 were involved in a train wreck at Redlands, Calif., on 8 July 1998. Redlands, Calif., is located at the west end of Beaumont Hill, east of Colton. The collision occurred after speeds reached 84 mph. ⁵¹
1999	Amateur built airplane crashes in a parking lot one mile from March Air Reserve Base. ⁵²
2003	18-wheeler tanker drives off the State Highway 60 overpass at Perris Boulevard. ⁵³ Tanker truck explodes shortly after impact and there was a hazardous material spill.
2003	Train derailment in San Timoteo Canyon scatters 22 rail cars and three locomotives from two trains along the tracks. ⁵⁴
2005	Moreno Valley Fire Department fire engine rolls off eastbound Interstate 10 at State Highway 60 during severe rain storm. ⁵⁵
2006	Seven of nine engines derail in San Timoteo Canyon after locomotives reach speeds of 80 mph, causing San Timoteo Canyon to be closed between Alessandro Road and Redlands Boulevard. ⁵⁶
2010	Private plane runs out of fuel and crash lands in Moreno Valley at Cactus Avenue and Redlands Boulevard. ⁵⁷
2010	Plane crashes near Lake Perris, killing the pilot. ⁵⁸
2011	18-wheeler truck turned on its side on eastbound State Highway 60 at Theodore due to the truck being driven too fast for the conditions. Driver was killed.
2011	An 18-wheeler semi-truck caught fire and exploded on eastbound State Highway 60 at Frederick Street. The 50-foot trailer had been fully loaded but it was unclear if the materials were flammable. ⁵⁹
2011	18-wheeler semi-truck collides with RV on eastbound State Highway 60 at Perris Boulevard. 40 gallons of diesel fuel spill. ⁶⁰

⁵⁰ Press Enterprise, 1998

⁵¹ <http://utahrails.net/articles/up-wrecked-units.php> Retrieved September 26, 2011

⁵² <http://aircrashed.com/cause/cLAX00LA052.shtml> Retrieved September 26, 2011

⁵³ Press Enterprise *Rib plunges off overpass* January 8, 2003

⁵⁴ <http://articles.latimes.com/2003/sep/26/local/me-sbriefs26.2> Retrieved September 26, 2011

⁵⁵ Press Enterprise *Firefighter dies in truck accident* August 7, 2005

⁵⁶ http://www.pe.com/localnews/inland/stories/PE_News_Local_H_train29.380729f.html

Retrieved September 26, 2011

⁵⁷ Press Enterprise *Private plane runs out of fuel, crashes in Moreno Valley* June 26, 2010

⁵⁸ <http://www.swrnn.com/2010/12/20/rivco-deputies-searching-for-possible-plane-down-near-moreno-valley-perris/> Retrieved September 26, 2011

⁵⁹ <http://www.swrnn.com/2011/01/26/highway-60-in-moreno-valley-closed-tuesday-night-by-crash-and-fire/> Retrieved September 26, 2011

⁶⁰ <http://www.kesq.com/news/27710556/detail.html> Retrieved September 26, 2011

14.1.2 Transportation Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

14.2 Transportation Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged.

Impact to Population and Structures: Highway, arterial roads and streets as well as air and/or rail incidents could cause severe injuries and/or deaths. They could also cause burns and/or illness due to exposure to fires and/or potential hazardous materials on board. Structures could be damaged or could be used for sheltering.

Impact to Essential Facilities/Historical Sites: Essential facilities could be damaged or impacted by cascading hazards such as power outages, pipeline ruptures or hazardous materials incidents from transportation hazards.

Impact to Infrastructure: Infrastructure could be impacted by cascading hazards such as power outages, pipeline ruptures or hazardous materials incidents from transportation hazards.

Development Trends: Development is expected to increase demand on transportation infrastructure. New residential developments in the eastern portion of the City will require the installation of additional infrastructure such as new roadways, water systems, and sewage disposal to serve these areas. Future development will comply with adopted land use standards, policies, and ordinances and will be compatible with land uses in surrounding areas. For air hazards, only open space uses are appropriate within the clear zone. New development is shown in Appendix C.

14.2.1 Transportation Vulnerability – Potential Loss

Air: There are 3 historical sites and 30 commercial business located within the air crash zone. The potential loss of these sites would be \$75,011 historical and \$36,753,019 commercial. Data was from Moreno Valley and Riverside County Assessor (2011). No contents were valued.

Due to the limitation of data related to rail and highway losses within Moreno Valley, it is not possible to analyze the potential loss. There are no known repetitive loss properties.

Chapter 15: Power Outage

**Moreno Valley Rating: Severity = 3
 Probability = 4**

15.1 Power Outage Profile – Overview/Location

A power failure can range in magnitude and impact from a relatively modest power outage to a catastrophic regional blackout. Power outages may affect a specific area of the City of Moreno Valley or the entire City.

15.1.1 Power Outage Profile – Previous Occurrences

The City of Moreno Valley has been affected by power outages in the past for various reasons, such as severe winds, storms and damaged power equipment and equipment failures. Table 15-1 shows a history of power outages affecting the City of Moreno Valley.

Table 15-1: History of Power Outages in Moreno Valley

Year	Description
1998	Power outage affects Moreno Valley causing Canyon Springs High School to delay basketball games. ⁶¹
2003	High winds cause power outage in Moreno Valley. ⁶²
2005	Power outage for the Lasselle circuit occurs due to a storm. 466 Moreno Valley Utility customers are without power for 2 hours, 5 minutes. ⁶³
2006	1,175 residents are without power for 2 hours when Moreno Valley Utility’s Lasselle Circuit goes down. ⁶³
2006	1,245 residents are without power for 3 ½ hours when Moreno Valley Utility’s Cactus circuit goes down. ⁶³
2006	950 residents are without power for 1 hour 5 minutes when Moreno Valley Utility’s Globe circuit goes down. ⁶³
2006	1,175 residents are without power for 5 hours, 50 minutes when Moreno Valley Utility’s Lasselle circuit goes down. ⁶³
2006	1,245 residents are without power for 3 ½ hours when Moreno Valley Utility’s Cactus circuit goes down. ⁶³
2006	Power outage due to a prolonged heat wave affects Moreno Valley. ⁶⁴

⁶¹ <http://www.socalhoops.tierranet.com/archive/prepnotes/Feb98/riv211c.htm> Retrieved September 27, 2011

⁶² MTV-3 provided photographs of wind event that occurred in 2003 showing downed power lines

⁶³ Information provided by Moreno Valley Utility on September 27, 2011

⁶⁴ <http://www.edison.com/pressroom/pr.asp?bu=sce&year=0&id=6317> Retrieved September 27, 2011

2007	Planned power outage by Southern California affects 800 residents in the area between Moreno Beach Drive and Redlands Boulevard, and extends from Eucalyptus and Dracaea avenues on the north, to Cottonwood and Bay avenues on the south. ⁶⁵
2009	Southern California Edison power outage affects 268,000 residents in Riverside County for 10 minutes, including residents in Moreno Valley. ⁶⁶
2010	Southern California Edison power outage affects residents in Riverside County, including Moreno Valley. ⁶⁷
2010	3,906 Moreno Valley Utility customers lose power for 58 minutes. ⁶³
2010	890 Moreno Valley Utility customers lose power for 1 hour 6 minutes. ⁶³
2010	High winds caused power outages statewide, 4,000 residents affected in Moreno Valley. ⁶⁸
2010	200 Moreno Valley Utility customers lose power for 14 hours 37 minutes when a vehicle collides with a capacitor bank. ⁶³
2011	Massive power outage affecting electric customers in western Arizona, Southern California, and northern Baja, Mexico has an impact on Moreno Valley as residents from those areas travel to cities with power. ⁶⁹

15.1.2 Power Outage Profile – Probability of Future Events

The probably rating for this hazard is a 4, which means that it is highly likely and there is a near 100% chance that it will occur within the next year.

15.2 Power Outage Vulnerability – Overview/Impact

The severity rating for this hazard is a 3, which means that there is a potential for critical damage, causing injuries and/or illnesses resulting in permanent disability, complete shutdown of critical facilities for two weeks and/or 25% to 49% of property is severely damaged. Power outages could cause cascading hazards such as transportation incidents, civil unrest and disease.

Loss of electric power could have a major impact on the City of Moreno Valley and its citizens.

Impact to Population and Structures: The impact to the population from loss of power may include disruption of power to critical medical devices. Medical

⁶⁵ http://www.pe.com/localnews/morenovalley/stories/PE_News_Local_R_rpower19.5eda61.html

Retrieved September 27, 2011

⁶⁶ <http://weathercurrents.com/morenovalley/NewsItemDisplay.do?Id=548> Retrieved September 27, 2011

⁶⁷ <http://www.nbclosangeles.com/news/local/Large-Power-Outage-in-Riverside-County.html>

Retrieved September 27, 2011

⁶⁸ <http://www.fema.gov/emergency/reports/2010/nat012010.shtm> September 27, 2011

⁶⁹ http://en.wikipedia.org/wiki/2011_Southwestern_United_States_blackout Retrieved September 27, 2011

conditions could be affected by an increase of temperatures due to loss of the use of air conditioners or fans. Loss of lighting and the inability to refrigerate food would also impact the population. Structures would be impacted due to loss of power to elevators, lighting, air conditioning, communications and other systems that may not operate without a generator or alternate power sources.

Impact to Essential Facilities/Historical Sites: Essential facilities would be impacted due to loss of power to elevators, lighting, air conditioning, communications and other systems that may not operate without a generator or alternate power sources. A power outage could impact emergency operations. Historical sites within Moreno Valley would be impacted the same as structures listed above.

Impact to Infrastructure: Loss of power would severely impact infrastructure. It would affect traffic lights, which could increase in the chances of traffic collisions and various types of communications, which run off of power.

Development Trends: New development will result in an additional demand for electricity; however, General Plan objectives and associated policies encourage the efficient use of energy, including passive cooling with landscaping and the use of solar power. New development is shown in Appendix C.

15.2.1 Power Outage Vulnerability – Potential Loss

If a power outage were to occur city-wide for eight hours, the potential would be limited to loss of food, cost of fuel to run generators, potential for damage to vehicles from traffic accidents and loss of income to commercial businesses. There are no repetitive loss properties.

Chapter 16: Hazardous Materials Accident

**Moreno Valley Rating: Severity = 3
 Probability = 3**

16.1 Hazardous Materials Profile – Overview/Location

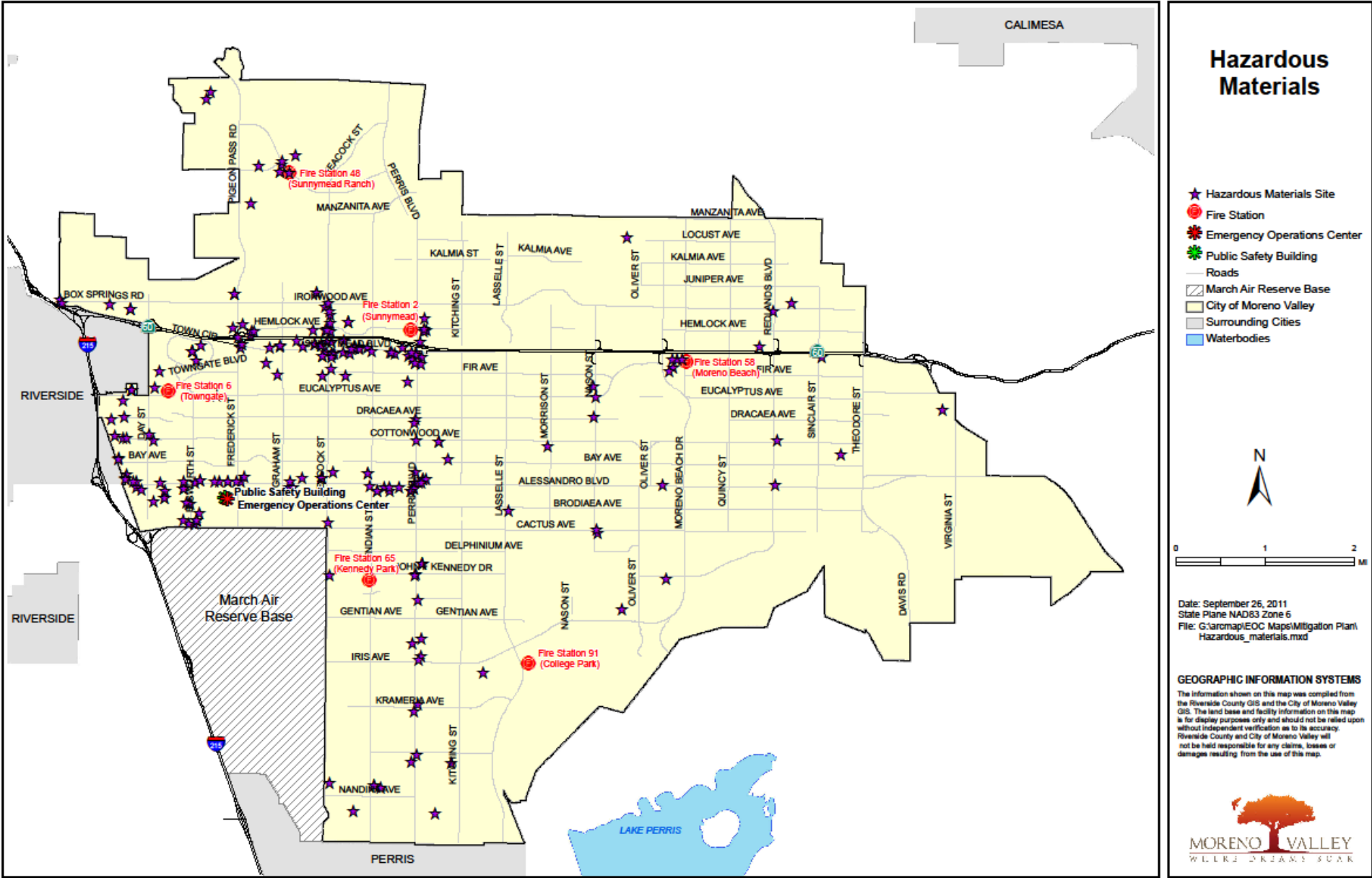
Hazardous materials are any substance or combination of substances that may pose a risk to human health and safety or to the environment. Hazardous materials include toxic, corrosive, infectious, flammable, explosive and radioactive materials. Businesses, public or private institutions and private households all use or generate hazardous materials to some extent. Some of the larger businesses use certain classes of hazardous materials that require accidental release scenario modeling in order to plan, prepare and respond to the worst case scenario.

Hazardous materials are routinely manufactured, used, stored or transported in nearly every community and would therefore occur anywhere within the City of Moreno Valley. The probability of hazardous materials spills is accentuated by the fact that the region is susceptible to earthquakes. Loss of human and wildlife, as well as, significant effects on the environment and substantial cleanup costs could have a large impact on the City.

A hazardous chemical release in the City of Moreno Valley would most likely occur either by transportation of chemicals, the use of chemicals at a business, or illegal dumping of chemical waste.

Currently there is one business located in Moreno Valley that exceeds the Federal and California threshold for storing chemicals and is required to file both Federal and California response plans. The City of Moreno Valley has over 328 sites that store hazardous materials such as gas stations, retail stores, dry cleaners, auto repair shops, hospitals, schools, utilities, restaurants, etc. Figure 16-1 shows locations of hazardous material sites throughout Moreno Valley.

Figure 16-1: Moreno Valley Hazardous Materials Map



16.1.1 Hazardous Materials Profile – Previous Occurrences

The following table describes hazardous materials incidents that have impacted Moreno Valley and surrounding area.

Table 16-1: Moreno Valley Hazardous Materials Incident History

Year	Description
2003	18-wheeler tanker drives off the State Highway 60 overpass for Perris Boulevard. Tanker truck explodes shortly after impact. ⁷⁰
2008	Unknown amount of digester gas released at 17140 Kitching Street by Eastern Municipal Water District ⁷¹
2008	30,000 cubic feet of methane gas released due to power outage at 17140 Kitching Street ⁷¹
2008	70 gallons mineral oil at 21272 O'Casey Ct. due to an equipment failure of a pad mount transformer. ⁷¹
2008	70 gallons mineral oil at 25944 Andre Ct due to an equipment failure of a pad mount transformer. ⁷¹
2009	Westbound State Highway 60 just east of mile marker 24 in Moreno Valley is an 80 gallon diesel fuel spill. ⁷²
2010	46,885 cubic feet of digester gas was released at the EMWD facility located at 17140 Kitching Street. Attributed to a power loss to the pressure gauge that controls flare offs. ⁷³
2011	An 18-wheeler semi-truck caught fire on eastbound State Highway 60 at Frederick Street. The fuel tank ruptured which caused the fire as well as a freeway closure for several hours. ⁷⁴
2011	Westbound State Highway 60 is closed from Beaumont to Moreno Valley due to a 100 gallon fuel spill. ⁷⁵
2011	68 gallons of Mineral Oil spilled by Southern California Edison at 23343 Hemlock ⁷⁶

⁷⁰ Press Enterprise *Rib plunges off overpass* January 8, 2003

⁷¹ <http://www.calema.ca.gov/HazardousMaterials/Documents/HazMat%20Spill%20Reports%202008.xls> Retrieved September 26, 2011

⁷² <http://www.calema.ca.gov/HazardousMaterials/Documents/Hazmat%20Spill%20Reports%202009.xls> Retrieved September 26, 2011

⁷³ <http://www.calema.ca.gov/HazardousMaterials/Documents/Hazmat%20Spill%20Reports%202010.xls> Retrieved September 26, 2011

⁷⁴ <http://www.swrn.com/2011/01/26/highway-60-in-moreno-valley-closed-tuesday-night-by-crash-and-fire/> Retrieved September 26, 2011

⁷⁵ <http://www.kpsplocal2.com/news/local/story/100-Gallon-Fuel-Spill-Prompts-Badlands-Freeway/X7WvEkjOW0-5ghMaXD5h7g.csp?rss=2276> Retrieved September 25, 2011

⁷⁶ <http://www.calema.ca.gov/HazardousMaterials/Documents/HazMat%20Spill%20Reports%202011.xls> Retrieved September 26, 2011

2011	500 gallons of Ferric Chloride spilled at 17140 Kitching Street by EMWD. Spill was contained by their containment area. ⁷⁶
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16.1.2 Hazardous Materials Profile – Probability of Future Events

The probably rating for this hazard is a 3, which means that there is a 10% to 100% chance that it will occur within the next year.

16.2 Hazardous Materials Vulnerability – Overview/Impact

The severity rating for this hazard is a 3, which means that there is a potential for critical damage, causing injuries and/or illnesses resulting in permanent disability, complete shutdown of critical facilities for two weeks and/or 25% to 49% of property is severely damaged.

Impact to Population and Structures: Exposure to hazardous materials is expected to cause injuries and/or deaths. In addition, people may be evacuated or asked to shelter in place during a hazardous materials incident. Seniors and individuals with access and functional needs may need special assistance to evacuate. People may also be required to be decontaminated to remove the hazard from their structures, property and clothing. There may be economic impacts as well due to cleanup and removal of hazardous materials.

Impact to Essential Facilities/Historical Sites: Exposure to hazardous materials could impact essential facilities and historical sites. Essential facilities may be closed for decontamination, thus causing an interruption to services.

Impact to Infrastructure: Runoff from hazardous materials has a potential to affect the waterways and drainage systems, as toxic substances may leach into local groundwater supplies. Also, transportation systems could be impacted due to decontamination as well as evacuation efforts.

Development Trends: Future development of buildings, residential structures, critical facilities and infrastructure are expected to be constructed according to the most recent Uniform Building Codes and design standards and are expected to carefully consider for adding to vulnerability from hazardous materials. New development is shown in Appendix C.

16.2.1 Hazardous Materials Vulnerability – Potential Loss

Analysis of the one business located in Moreno Valley that exceeds the Federal and California threshold for storing chemicals shows that a worst case scenario could have a significant environmental and financial impact to the City of Moreno Valley. Due to the limitation of data available, it is not possible to calculate the potential loss. There are no known repetitive loss properties.

Chapter 17: Nuclear

**Moreno Valley Rating: Severity = 4
 Probability = 2**

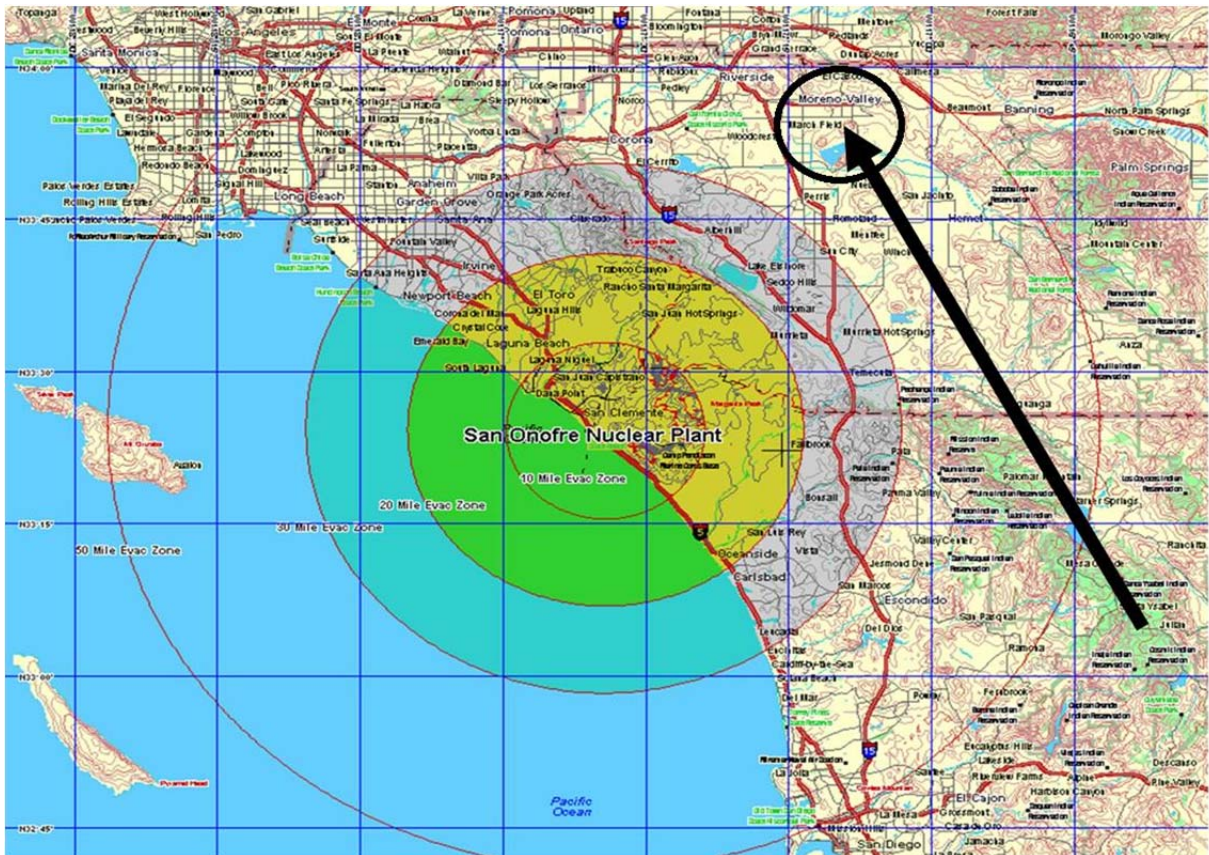
17.1 Nuclear Profile – Overview/Location

Nuclear incidents can occur whenever radioactive materials are used, stored or transported. Nuclear power plants, hospitals, universities, research laboratories, industries, major highways and railroads may be a site for a nuclear accident. In addition, nuclear material could be included in a “dirty bomb”, which is a bomb with nuclear material added (usually waste material).

In California, there are two nuclear power plants: Diablo Canyon, which is located in San Luis Obispo County and San Onofre, which is located in the northwestern corner of San Diego County.

The City of Moreno Valley is located within the 50-mile Ingestion Pathway Zone for the San Onofre Nuclear Generating System (SONGS).

Figure 17-1: SONGS Map Showing Moreno Valley in the Ingestion Zone⁷⁷



⁷⁷ San Onofre Nuclear Generating System (SONGS)

17.1.1 Nuclear Profile – Previous Occurrences

No nuclear incidents are documented for the City of Moreno Valley or the surrounding area. However, recently, San Onofre transported the first of four retired steam generators, each weighing 700,000 pounds, through the City of Moreno Valley on its way to a depository in Clive, Utah.⁷⁸

Figure 17-1.1: 700,000 Pound Retired Steam Generator⁷⁹



17.1.2 Nuclear Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

17.2 Nuclear Vulnerability – Overview/Impact

The severity rating for this hazard is a 4, which means that there is a potential for catastrophic damage, causing multiple deaths, complete shutdown of critical facilities for 30 days or more and more than 50% of property has a potential to be damaged.

⁷⁸ http://www.pe.com/localnews/sbcounty/stories/PE_News_Local_D_nukeship01.3010c63.html
Retrieved September 27, 2011

⁷⁹ http://m.nctimes.com/mobile/article_2f19ab9e-b34b-5ac0-a9cb-f4c371631c3c.html Retrieved
September 27, 2011

A nuclear incident could impact the entire City of Moreno Valley or a portion of the City, depending on the type of incident. If a release occurred at San Onofre, the entire City could be impacted for days, weeks or months, as Moreno Valley is located in the Ingestion Pathway Zone. The Ingestion Pathway Zone is the outermost zone and is approximately a 50-mile radius around the plant.

Impact to Populations and Structures: A nuclear incident has a potential to cause multiple deaths and injuries with long-term illness. People, animals and livestock would be impacted if they eat or drink contaminated food, grains, water, fish and dairy products. Ingestion of contaminated food, grains, water fish and dairy products could cause cancer, particularly thyroid cancer. A “Dirty Bomb” or nuclear explosion could impact structures.

Impact to Essential Facilities/Historical Sites: A “Dirty Bomb”, nuclear explosion or nuclear release could impact essential facilities and/or historical sites. Emergency response could be impaired if facilities are contaminated.

Impact to Infrastructure: A nuclear incident could severely impact the water supply. Potential exposure to radioactive material could impact bathing, swimming or using other radioactive water sources.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted by a nuclear hazard, depending on the location of the incident. Radiological contamination may need to be considered for location of future development. New development is shown in Appendix C.

17.2.1 Nuclear Vulnerability – Potential Loss

If a nuclear release happened at San Onofre, Moreno Valley would be within the 50 mile ingestion zone. Costs related to contamination of water and food, such as the cost of bottled water for drinking, cooking, showering and other daily activities would be substantial. Moreno Valley does not have significant agriculture production within its boundaries; however, the cost of providing non-contaminated food for outdoor animals would be increased. There are no repetitive loss properties.

Chapter 18: Terrorist Attack

Moreno Valley Rating: Severity = 4
Probability = 2

18.1 Terrorist Attack Profile – Overview/Location

Terrorism, as defined by the FBI, is "the unlawful use of force against persons or property to intimidate or coerce a government, the civilian population or any segment thereof, in the furtherance of political or social objectives". The act of terrorism could involve chemicals, biological agents, radiological, nuclear, explosives or cyber-terrorism.

A specific location for a terrorist attack is not known; however terrorism could occur anywhere within the City of Moreno Valley and has the potential to impact a portion or all of the City of Moreno Valley.

18.1.1 Terrorist Attack Profile – Previous Occurrences

Terrorism attacks can take many forms, from incendiary devices to biological weapons to weapons of mass destruction. On September 11, 2001, the United States of America was attacked by terrorists when four airplanes were hijacked by members of Al-Qaeda. Two of these planes were crashed into the World Trade Center, one into the Pentagon, and the fourth never reached its destination as the passengers retook control of the airplane and crashed it into a field in Pennsylvania. These major terrorist attacks were followed one week later by the mailing of Anthrax to two United States Senators and several news media offices, killing five people and infecting 17 others.⁸⁰

The City of Moreno Valley has experienced seven incidents since the terrorist attacks on September 11, 2001. Four of these incidents occurred shortly after the 9-11 terrorism attack.

The first incident occurred on October 24, 2001 at Canyon Springs High School when a student at the school located a clear plastic bag that contained a white powder in the A-wing hallway. The hallway, adjacent classrooms, gymnasium and theater were evacuated. The Hazardous Materials Team tested the material and determined it was some form of nutritional additive that posed no threat to the school.⁸⁰ The area was still decontaminated as a safety precaution.

On October 26, 2001, a white powdery substance was discovered on the front walkway to the Sunnymead Middle School administration building. Twenty additional white powdery spots were located throughout the parking lot. The administration building and parking lot were cordoned off while the Riverside

⁸⁰ http://en.wikipedia.org/wiki/2001_anthrax_attacks

County Hazardous Materials team disinfected the area. The substance later turned out to be harmless.⁸⁰

On October 29, 2001, another white substance was located on Moreno Valley Unified School District property near a cargo container. It was subsequently determined to be white chalk that was stored in the container for marking football fields.⁸⁰

On October 31, 2001, a white powdery substance was located on the picnic tables at Bayside Elementary School. The Moreno Valley Police Department cordoned off the area and relocated staff to an area approximately 200 feet away. After testing by the Riverside County Hazardous Materials Team it was determined that the substance was talcum powder.⁸⁰

Table 18-1: History of Moreno Valley Incidents of Concern

Year	Description
2001	White powdery substance is found at Canyon Springs High School and was treated as an Anthrax incident. ⁸¹
2001	White powdery substance is discovered at Sunnymead Middle School. Substance was treated as if it was Anthrax. ⁸⁰
2001	White powdery substance located next to a cargo container on Moreno Valley Unified School District property. Incident was initially responded to as an Anthrax incident until it was determined that the white powder was chalk for marking athletic fields. ⁸⁰
2001	White powdery substance found at Bayside Elementary School and treated as an Anthrax incident. ⁸⁰
2004	A backpack with a bomb threat note is located at Canyon Springs High School. Riverside Sheriff's Department Hazardous Device Team detonates the backpack. Upon investigation, no parts to a bomb device were located after the backpack was detonated. The date of this incident was on the five year anniversary of Columbine. Another bomb threat was received on the same day for March Mountain High School but no device was located. ⁸²
2004	The City receives a phone call stating that there is a bomb located inside City Hall. The building is evacuated while the Riverside Sheriff's Department conducts a search of the facility for any potential hazardous device. No device is located. ⁸³
2010	A bomb threat note was found at Canyon Springs High School causing the campus to be evacuated while the Riverside Sheriff's Department searched for the device. No bomb was located. ⁸⁴

⁸¹ Notes from meeting with Moreno Valley Unified School District

⁸² http://www.pe.com/localnews/morenovalley/stories/PE_News_Local_bomb21.f0b0.html

Retrieved September 27, 2011

⁸³ Meeting notes on debriefing for the evacuation of City Hall due to a bomb threat

⁸⁴ <http://www.instantriverside.com/2010/04/canyon-springs-high-school-bomb-threat/> Retrieved September 27, 2011

18.1.2 Terrorist Attack Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

18.2 Terrorist Attack Vulnerability – Overview/Impact

The severity rating for this hazard is a 4, which means that there is a potential for catastrophic damage, causing multiple deaths, complete shutdown of critical facilities for 30 days or more and more than 50% of property has a potential to be damaged.

Impact to Population and Structures: A terrorist attack is expected to cause multiple deaths and injuries and extensive damage to structures. The amount of expected injuries and deaths is dependent on the type of terrorist event.

Impact to Essential Facilities/Historical Sites: Government buildings, schools, special events and historical sites are especially vulnerable to terrorist attacks. The impact could be devastating, and could severely interrupt emergency response efforts, as well as, government services.

Impact to Infrastructure: Depending on the type of attack, it is expected that a terrorist attack would have a severe impact on infrastructure. Depending on the type of incident, this could involve loss of electricity, water, sewer and communications.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted by a terrorist attack, depending on the location of the incident. The environmental impact of biological, chemical and/or radiological contamination may need to be considered prior to the determination of the location of future development. New development is shown in Appendix C.

18.2.1 Terrorist Attack Vulnerability – Potential Loss

If a terrorist attack were to occur at City Hall, the structural and infrastructure damage could be approximately \$25 million. There are no repetitive loss properties.

Chapter 19: Civil Unrest

**Moreno Valley Rating: Severity = 2
 Probability = 2**

19.1 Civil Unrest Profile – Overview/Location

Civil unrest typically begins as nonviolent gatherings and progresses to violence. These types of incidents have a potential to escalate into destruction of property, purposely- set fires, and injury to others. Often times, injuries are restricted to police and individuals observed to be breaking the law. Out of control crowds have been known to throw bottles, rocks, and other projectiles. Civil unrest incidents could happen in any location, but they typically occur near government buildings.

19.1.1 Civil Unrest Profile – Previous Occurrences

The City of Moreno Valley does not have a history of violent civil unrest. Fortunately, the two civil demonstrations listed below were both non-violent.

Table 19-1: History of Moreno Valley Civil Demonstrations

Year	Description
2001	Protestors marched in front of the Moreno Valley police station regarding the shooting of an African American male by a Riverside County Sheriff Deputy. ⁸⁵ This was a non-violent protest.
2006	1,000 demonstrators gathered at Moreno Valley Community Park to demonstrate against the passage of House of Representatives Bill 4377 (H.R. 4377), a Federal law aimed at illegal immigration. Protestors then marched to City Hall and conducted a non-violent protest regarding the passage of this Federal legislation. ⁸⁶

19.1.2 Civil Unrest Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

⁸⁵ http://la.indymedia.org/news/2001/03/5706_comment.php?theme=2 Retrieved September 26, 2011

⁸⁶ http://www.pe.com/localnews/morenovalley/stories/PE_News_Local_M_mprotest02.7f76ec.html Retrieved September 26, 2011

19.2 Civil Unrest Vulnerability – Overview/Impact

The severity rating for this hazard is a 2, which means that there is a potential for limited damage, causing injuries and/or illnesses, complete shutdown of critical facilities for more than one week and/or 10% of property is severely damaged.

Impact to Population and Structures: Injuries could occur to protestors or demonstrators and are often a result of resisting arrest and exposure to tear gas or mace, but could also be due to protestors throwing bottles or other projectiles. Impacts to buildings and structures could involve smashed windows, building destruction and fire damage.

Impact to Essential Facilities/Historical Sites: Protestors could damage facilities and/or historical sites during civil unrest. Impact to essential facilities and/or historical sites could involve smashed windows, building destruction and fire damage.

Impact to Infrastructure: Protestors could damage facilities and/or historical sites during civil unrest. The impact could involve loss of electricity, water, sewer and communications.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure would not be impacted by civil unrest. New development is shown in Appendix C.

19.2.1 Civil Unrest Vulnerability – Potential Loss

If civil unrest were to occur at the Public Safety Building involving, perhaps, fire, the potential loss could be \$35 million. There are no repetitive loss properties.

Chapter 20: Pandemic Flu/Disease

Moreno Valley Rating: Severity = 3
Probability = 2

20.1 Pandemic Flu/Disease Profile – Overview/Location

A pandemic is an epidemic of infectious disease that is spreading through human populations across a large region, continents, or even worldwide. A widespread disease that is stable in terms of how many people are getting sick from it is not a pandemic. Further, flu pandemics exclude seasonal flu, unless the flu of the season is a pandemic. Throughout history there have been a number of pandemics, such as smallpox and tuberculosis. More recent pandemics include the HIV pandemic and the H1N1 pandemic.⁸⁷

Significant public health emergencies have been affecting populations since well before 430 BC. Some of the most notable pandemics are:

Plague of Athens, 430 BC – The cause of the Plague of Athens was unknown until recent examination of DNA from the dental pulp of the teeth of those affected. It was determined by the University of Athens to have been typhoid. The fever killed a quarter of the Athenian troops, and a quarter of the population over four years.⁸⁷

Black Death, 14th century. The total number of deaths worldwide is estimated at 75 million people. Eight hundred years after the last outbreak, the plague returned to Europe. Starting in Asia, the disease reached Mediterranean and western Europe in 1348 (possibly from Italian merchants fleeing fighting in the Crimea), and killed an estimated 20 to 30 million Europeans in six years.⁸⁷

Spanish Flu, 1918–1919 - Caused ≈50 million deaths worldwide. The Spanish Flu is a subtype of avian strain H1N1. In the United States, about 28% of the population suffered, and 500,000 to 675,000 died.⁸⁸

20.1.1 Pandemic Flu/Disease Profile – Previous Occurrences

In 2009, Moreno Valley was impacted by the H1N1 influenza epidemic in which California proclaimed a State of Emergency (April 28, 2009). California Department of Public Health reported from April 23, 2009 to August 28, 2010, there were 116 severe cases, 108 intensive care unit cases and 41 deaths in Riverside County⁸⁹. The public health emergency required the activation of the Moreno Valley Emergency Operations Center in order track the epidemic;

⁸⁷ http://en.wikipedia.org/wiki/Viral_outbreak Retrieved September 30, 2011

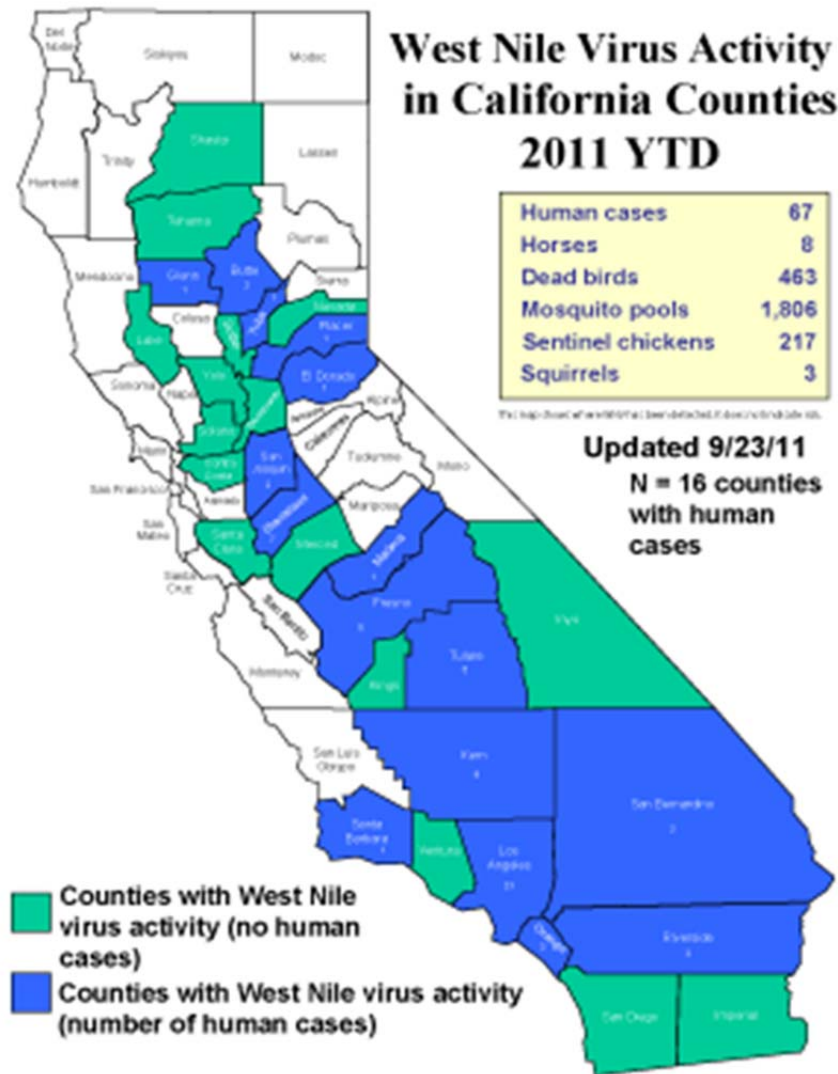
⁸⁸ http://en.wikipedia.org/wiki/1918_flu_pandemic Retrieved September 30, 2011

⁸⁹ <http://www.cdph.ca.gov> Retrieved September 25, 2011

provide daily statistics to Riverside County Public Health on the status of our employees; to participate in regular conference calls; and to outreach information about appropriate precautions as well as provide information about vaccination.

In September of 2011, the California Department of Public Health reported 3 human cases, 5 dead birds, 46 mosquito samples and 12 sentinel chickens that tested positive for West Nile in Riverside County (Figure 20-1).

Figure 20-1: West Nile Virus Activity in California 2011⁹⁰



⁹⁰ <http://westnile.ca.gov> Retrieved September 25, 2011

Recent outbreaks of listeria have captured the attention of media throughout the United States. Listeria is more deadly than well-known pathogens like salmonella and E. coli. Twenty-one people died in an outbreak of listeria poisoning in 1998 traced to contaminated hot dogs and possibly deli meats. Another large listeria outbreak in 1985 killed 52 people and was linked to Mexican-style soft cheese.⁹¹

While no cases of listeria have been identified so far in the City of Moreno Valley, these, and other types of diseases have a potential to affect our City. Table 20-1 identifies recent disease outbreaks in the Moreno Valley area.

Table 20-1: Disease Outbreaks in the Moreno Valley Area⁹²

Disease	Timeframe	Number of Cases
Influenza (H1N1)	May 2009 – April 2010	176
Pertussis	January 2010 – September 2011	51

20.1.2 Pandemic Flu/Disease Profile – Probability of Future Events

The probably rating for this hazard is a 2, which means that there is between a 1% and 10% chance that it will occur within the next year.

20.2 Pandemic Flu/Disease Vulnerability – Overview/Impact

The severity rating for this hazard is a 3, which means that there is a potential for critical damage, causing injuries and/or illnesses resulting in permanent disability, complete shutdown of critical facilities for two weeks and/or 25% to 49% of property is severely damaged.

Impact to Population and Structures: Due to the geographic extent of pandemic flu and/or disease, the entire population is vulnerable to injuries and casualties. There is no expected damage to structures; however there could be a quarantine which would prevent people from coming or going from a particular structure or area.

Impact to Essential Facilities/Historical Sites: Essential facilities and/or historical sites could be affected if there was a quarantine initiated by Public Health. Essential functions may be limited if a large percentage of the workforce was unable to report to work.

⁹¹ <http://www.foxnews.com/health/2011/09/27/death-toll-rises-to-13-in-listeria-outbreak-deadliest-in-decade/#ixzz1ZR0C4HSz> Retrieved September 30, 2011

⁹² Riverside County Department of Public Health

Impact to Infrastructure: Disease outbreak could impact water infrastructure; however, the impact is unknown. Travel could be restricted during a pandemic and/or disease outbreak.

Development Trends: Future development of buildings, structures, critical facilities and infrastructure could be impacted if there were disease outbreaks requiring special treatment of development areas prior to building. New development is shown in Appendix C.

20.2.1 Pandemic Flu/Disease Vulnerability – Potential Loss

If a pandemic flu or disease outbreak were to occur, it would be citywide. While it would not involve a loss to structures, there could be a significant loss of income and services if the workforce were unable to report to work. Transportation losses could occur if travel is limited. There are no repetitive loss properties.

PART 3

MITIGATION STRATEGY

Chapter 21: Mitigation Strategy

21.1 Introduction

Chapter 21 provides information about the City of Moreno Valley’s mitigation strategy, which is the blueprint for reducing losses from the identified hazards that may affect the City. This chapter will provide an assessment of Moreno Valley’s capabilities; identification of hazard mitigation goals, objectives, actions and status; analysis of mitigation actions; and National Flood Insurance Program compliance information.

21.2 Capability Assessment

The City of Moreno Valley capabilities for implementing mitigation strategies to reduce hazards that may affect the City of Moreno Valley include legal and regulatory capabilities, administrative and technical capabilities fiscal capabilities and outreach and other capabilities.

Legal and Regulatory Capabilities: Moreno Valley formally adopts, regularly reviews and updates regulatory policies such a general plan, along with implementing regulations such as zoning ordinances, subdivision ordinances, and specific plans. Table 21-1 is an example of regulatory capabilities that assist the City of Moreno Valley in its mitigation strategies.

Table 21-1: Example of Regulatory Capabilities

Regulatory Tool	Comments
General plan	Comprehensive General Plan for the City of Moreno Valley, 2006
Zoning ordinance	Municipal Code Chapter 9.02-14 Planning and Zoning
Subdivision ordinance	Municipal Code Chapter 9.14 Land Divisions
Site plan review requirements	Municipal Code Chapter 9.02.030
Growth management ordinance	
Floodplain ordinance	Municipal Code Chapter 8.12 includes flood damage prevention and implementation of national flood insurance program (NFIP)
Water conservation ordinance	Municipal Code Chapter 9.17 addresses water conservation
Stormwater ordinance	Municipal Code Chapter 8.10.010-200 Stormwater/urban runoff management and discharge controls

Wildfire ordinance	Municipal Code Chapter 6.04.010-130 Abatement of Public Nuisances
Building code	Utilize Approved California Building Codes
Fire department ISO rating	Rating: class 4 urban/9 rural
Erosion or sediment control program	Municipal Code Chapter 8.21.160 Erosion Control; Municipal Code Chapter 9.17.110 Erosion Control/Slope Planting
Riverside County Flood Control Master Drainage Plan	3 master drainage plans (Sunnymead Area, West End, Moreno)
Regional Water Quality Control Board Regulations	All proposed septic systems must comply; prevents groundwater contamination
Santa Ana Watershed Project Authority Water Resources Plan	Protects water quality in the Santa Ana watershed. Eastern Municipal Water District (which serves the City of Moreno Valley) is a part of the Santa Ana Watershed.
National Pollutant Discharge Elimination System	Protects water resources from pollutants in runoff.
Capital Improvements Plan	Capital improvements list updated annually
Economic Development Plan	2-year plan, 2011
Local Emergency Operations Plan	Emergency Operations Plan, March 2009
Specific Plan 208	Industrial Area Plan, March 2002

As shown in Table 21-1, several mitigation goals and objectives are included in the General Plan to assist with mitigation efforts. A good example is Goal 6.1, along with a few corresponding objectives and policies:

Goal 6.1: To achieve acceptable levels of protection from natural and man-made hazards to life, health, and property.

Objective 6.1: Minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects.

Policies: 6.1.1 Reduce fault rupture and liquefaction hazards through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto fault zone and the high and very high liquefaction hazard zones. During the review of future development projects, the City shall require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act. Additionally, future geotechnical studies shall contain calculations for seismic settlement on all alluvial sites identified as having high or very high liquefaction potential. Should the calculations show a potential for liquefaction, appropriate mitigation shall be identified and implemented.

Objective 6.15: Ensure that property in or adjacent to wildland areas is reasonably protected from wildland fire hazard, consistent with the maintenance of a viable natural ecology.

Policies: 6.15.1 Encourage programs to minimize the fire hazard, including but not limited to the prevention of fuel build-up where wildland areas are adjacent to urban development.

Another example of regulatory capabilities is Moreno Valley Municipal Code, Chapter 9.17, which addresses water conservation and waste. Specifically, 9.17.160 Landscape Water Use Efficiency Enforcement, states that the City will coordinate with the local water purveyors and encourage landscape water use efficiency such as tiered water rate structure; allocation-based conservation water pricing structure; irrigation audits and/or irrigation surveys.

Administrative/Technical Capabilities: Table 21-1.1 gives an example of the personnel responsible for activities related to mitigation for the City of Moreno Valley.

Table 21-1.1: Example of Administrative and Technical Capabilities

Personnel Resources	Department/Position
Planner/Engineer with knowledge of land development/land management practices	Public Works Department/City Engineer
Engineer/Professional trained in construction practices related to buildings and/or infrastructure	Community and Economic Development/Building Official
Planner/Engineer with an understanding of natural hazards	Public Works Department /City Engineer
Floodplain manager	Public Works Department /City Engineer
Personnel skilled in GIS applications	Financial & Administrative Services Department/GIS Analyst
Building official	Community and Economic Development/Building Official
Scientist familiar with local natural hazards	No
Emergency Manager	Fire/Office of Emergency Management Program Manager
Grant writers	All Departments
Cost benefit/analysis staff	Financial and Administrative Services and Public Works Departments

Example of Fiscal Capabilities: Table 21-1.2 shows an example of financial tools and resources that the City could potentially use to help fund mitigation activities.

Table 21-1.2: Fiscal Mitigation Capabilities

Financial Resources	Comments
Community Development Block Grants	Requires council approval
Capital improvements project funding	Requires council approval
Authority to levy taxes for specific purposes	Requires voter approval
Fees for water, sewer, gas, or electric services	Utility tax; voter approval
Impact fees for new development	Requires council approval
Incur debt through general obligation bonds	Requires voter approval
Incur debt through special tax bonds	Requires voter approval
Mitigation and other grants	Apply regularly when available

An example of a successful grant mitigation award is a storm drain project the City applied for in as a result of a presidentially-declared winter storms disaster (DR-1731). The project is to install a storm drain system in the middle of the tract bounded by Redlands Boulevard and Merwin Street, from Alessandro Boulevard to Campbell Avenue, and connected to existing open channel on the southwest corner of Redlands Boulevard and Brodiea Avenue. The project could provide the Moreno Townsite area with 100-year storm level of protection. The lack of proper storm drain system in the neighborhood has resulted in flooding events in almost every storm. The project is scheduled for completion by April 2013.

Outreach and Other Capabilities

The City provides fire safety classes, through the Community Emergency Response Team (CERT) program to the community several times a year and partners with businesses and local agencies to provide information outreach during community events. The City also participates in regional mass care and shelter planning and incorporates planning for access and functional needs individuals. In addition, the City has designated a cooling center if needed during a heat emergency and a heating center for cold, winter days. The Police Department and the California Department of Transportation have a plan to divert traffic from Highway in the event of major traffic accidents.

21.3 Local Hazard Mitigation Goals, Actions and Progress

The next several pages will provide a summary of the mitigation goals, objectives and actions that were chosen as a strategy for reducing the potential losses identified in the hazard risk assessment. Each mitigation goal shows one or more objectives and actions as well as the priority ranking, responsible

department/division/program, timeframe, funding, cost and the status. In addition, the associated hazard(s) is identified for each mitigation measure. The Local Hazard Mitigation Plan (LHMP) overall goals were identified in the Executive Summary in the beginning of the plan. They are:

1. Protect life, property and the environment;
2. Provide public awareness;
3. Protect continuity of government; and
4. Improve emergency management, preparedness, collaboration and outreach.

Priority Ranking: Several factors were considered to determine the mitigation priority ranking for each mitigation measure. The highest priority ranking was assigned to those mitigation measures that met three criteria: 1) greatest potential for protecting life and property; 2) greatest potential for maintaining critical City functions and operability following a disaster; and 3) achievability in terms of community support, and cost effectiveness. Each mitigation action is assigned a priority ranking as follows:

- Critical:** Most important goals/actions (may be short-term or long-term)
- High:** To be implemented in the short-term future
- Moderate:** To be implemented when funding/resources become available.

Benefit/Cost Review: The benefits of proposed projects were weighed against costs as a part of the project prioritization process to determine if the proposed project should be ranked critical, high or moderate. Where possible, an actual benefit/cost analysis ratio was provided.

Previous Mitigation Projects: There are three mitigation projects that were completed in 2010 and one that was completed in 2011. They are:

Hazard Mitigated = Flood

Indian Basin and Ironwood Storm Drain Improvements: The project was a part of the Ironwood Street Improvements project which constructed storm drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The project also constructed missing portions of Storm Drain Line H-1A from the Davis Street/Ironwood Avenue intersection to the Indian Detention Basin. The construction of the storm drain and the detention basin is to provide 100-year storm level of protection for the area. The system is to collect and slow the flow of floodwaters to the surrounding areas. The project mitigates flooding hazards for the Heacock Street/Ironwood Avenue surrounding areas, which include flooding damages to private properties and public roads, closures of roadways, and disruptions of public services. The construction of the project was completed in July 2011. The cost was \$5,605,000. Funding Sources included: 2007 RDA Tax Allocation Bonds, 2005

Lease Revenue Bonds, Developer Impact Fees Arterial Street, and EMWD Waterline Improvements Reimbursement.

Hazard Mitigated = Flood

Lasselle Street Storm Drain Improvements: The storm drain improvement was a part of the Lasselle Street Widening project from John F. Kennedy Drive to Alessandro Boulevard which included the installation of 2200 feet of 36-inch storm drain along Lasselle Street. The project provided the area with 10-year storm level of protection. The storm drain system was to convey the storm waters from the vicinity of Lasselle Street and surrounding areas. The project mitigates hazards that include flooding of Lasselle Street and properties along Lasselle Street, damages to properties, closures of roadway and disruptions of public services. The construction of the project was completed in July 2010. The cost was \$3,200,000. Funding Sources included: 2005 Lease Revenue Bonds and Transportation Uniform Mitigation Fee (TUMF) Capital Projects.

Hazard Mitigated = Landslide/Slope stabilization

Lasselle Street Slope Stabilization Slope Stabilization: Was a part of the Lasselle Street Widening project from John F. Kennedy Drive to Alessandro Boulevard which included slope stabilization on the east side of Lasselle Street. The project helped to stabilize slope and improve safety to people and properties by the use of rock anchors and rockfall barrier (catch fence). The project installed these items along Lasselle Street to prevent rocks from falling onto vehicles, pedestrians, and homes, enhancing safety for community. The construction of the project was completed in July 2010. The cost was \$3,200,000. Funding Sources included: 2005 Lease Revenue Bonds and TUMF Capital Projects.

Hazard Mitigated = Flood

Kitching Street Storm Drain Improvements at Alessandro Boulevard: The storm drain improvement was a part of the Kitching Street Improvements project which installed 200 feet of 48-inch storm drain line at the intersection of Kitching Street and Alessandro Boulevard. The project provided the area with 10-year storm level of protection. The storm drain is to convey storm waters from north side Alessandro Boulevard and discharge to existing channel on the west side of Kitching Street. The project mitigates flooding hazards for the Kitching/Alessandro surrounding areas, which include damages to roadway and properties, closures of roadways, and disruptions of public services. The construction of the project was completed in December 2010. The cost was \$3,068,000. Funding Sources included: 2005 Lease Revenue Bonds and Development Impact Fees for Traffic Signals.

Mitigation Goals, Objects, Actions and Status: Beginning on the next page is a summary of 10 goals, 18 objectives and 28 actions that serve to mitigate the hazards that may affect the City of Moreno Valley.

Goal 1: Plan for Continuity of Government Operations - Plan Goal(s) 3, 4	
<p>Objective 1.1: Provide emergency power to the Conference and Recreation Center (CRC) so that it serves as an Emergency Operations Center (EOC) Family Care Center and as a backup EOC</p>	
<p>Action 1.1.1: Request approval from City Council to proceed with design and construction.</p>	
	<p>Priority: High Responsible Dept: Capital Projects Timeframe: October 25, 2011 Funding/Cost: FY10 EOC grant & fund 501 \$635K Hazard(s): ALL Hazards</p>
	<p>Status: Consultant has completed study. Public Safety Subcommittee has reviewed presentation by staff and recommended to present to City Council for review and approval to proceed.</p>
<p>Action 1.1.2: Proceed with design and construction.</p>	
	<p>Priority: High Responsible Dept: Capital Projects Timeframe: By July 2013 Funding/Cost: FY10 EOC grant & fund 501 \$635K Hazard(s): ALL Hazards</p>
	<p>Status: Pending approval from City Council.</p>
<p>Objective 1.2: Provide a satellite EOC traffic management center LED or LCD wall display and computers to better manage emergency operations from the EOC and provide a backup once the traffic management center is installed in the City.</p>	
<p>Action 1.2.1: Determine needs, select products, order and install</p>	
	<p>Priority: High Responsible Dept: Capital Projects Timeframe: July 2012 Funding/Cost: FY10 EOC grant; \$25K Hazard(s): ALL Hazards</p>
	<p>Status: Met with Technology Services and other personnel to determine needs. Next, order equipment, install and test.</p>

Goal 2: Create an Earthquake Resistant Community - Plan Goal(s) 1	
<p>Objective 2.1: Minimize the potential for loss of life and protect the community from the physical injury and property damage due to seismic ground shaking and secondary effects.</p> <p>Action 2.1.1: Require all new developments, existing critical and essential facilities and structures to comply with the most recent Uniform Building Code seismic design standards.</p> <p>Priority: Critical Responsible Dept: Capital Projects, Planning Timeframe: Ongoing Funding/Cost: Current funding; cost unknown Hazard(s): Earthquake</p> <p>Status: Continuing and ongoing.</p>	
<p>Objective 2.2: Reduce fault rupture and liquefaction hazards through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto fault zone and the high and very high liquefaction hazard zones.</p> <p>Action 2.2.1: During review of future development projects, the City shall require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act.</p> <p>Priority: Critical Responsible Dept: Capital Projects, Planning Timeframe: Ongoing Funding/Cost: Current funding; cost unknown Hazard(s): Earthquake</p> <p>Status: Continuing and ongoing.</p>	

Goal 2: Create an Earthquake Resistant Community (Continued) - Plan Goal(s) 1	
<p>Objective 2.3: Replace the existing SR-60/Nason Street two-lane bridge with a four-lane bridge and complete the SR-60/Nason interchange improvements.</p> <p>Action 2.3.1: Request council approval to proceed with design recommendations and complete construction.</p> <p>Priority: Critical Responsible Dept: Capital Projects Timeframe: February 2012 to August 2013 (tentative) Funding/Cost: Redevelopment Agency 2007 Tax Allocation Bonds and Stoneridge Center Fees; \$16.4 million Hazard(s): Earthquake</p> <p>Status: The project could provide a new Nason Street Overcrossing SR-60 bridge that meets current seismic standards/requirements. The project could mitigate earthquake hazards by providing a new bridge that meet current seismic standards/requirements. The project is currently under design phase.</p>	
<p>Objective 2.4: Protect historic buildings from geologic hazards.</p> <p>Action 2.4.1: Evaluate historic buildings relative to the need for mitigation of geologic hazards, while weighing their historical value against the potential hazard of their collapse.</p> <p>Priority: Moderate Responsible Dept: Planning Timeframe: Ongoing Funding/Cost: N/A Hazard(s): Earthquake</p> <p>Status: Continuing and ongoing</p>	

Goal 3: Promote a Flood Safe Community - Plan Goal(s) 1	
<p>Objective 3.1: Permit only acceptable land use development in 100-year floodplain</p> <p>Action 3.1.1: Review project proposals to ensure that they meet the accepted land use for the location.</p> <p>Priority: High Responsible Dept: Capital Projects, Planning Timeframe: Ongoing Funding/Cost: Current funding Hazard(s): Flooding</p> <p>Status: Continuing and ongoing.</p>	
<p>Objective 3.2: Locate critical facilities, such as hospitals, fire stations, police stations, public administration buildings and schools outside of flood hazard areas.</p> <p>Action 3.2.1: Review land use and flood maps to ensure proposed critical facilities are not within flood prone areas.</p> <p>Priority: High Responsible Dept: Capital Projects Timeframe: July 2012 Funding/Cost: Current funding Hazard(s): Flooding</p> <p>Status: Continuing and ongoing.</p>	
<p>Objective 3.3: Design, construct and maintain street and storm drain flood control systems to accommodate 10 year and 100 year storm flows respectively.</p> <p>Action 3.3.1: Determine potential projects to mitigate known flood areas due to inadequate storm drain and flood control channels.</p> <p>Priority: High Responsible Dept: Capital Projects Timeframe: Ongoing Funding/Cost: To be determined Hazard(s): Flooding</p> <p>Status: Continuing and ongoing.</p>	

Goal 3: Promote a Flood Safe Community (Continued) - Plan Goal(s) 1

Action 3.3.2: Improve/widen the existing 1.8 mile of incised earthen channel with concrete side walls and invert along Heacock Street from Cactus Avenue to Perris Valley Drain Lateral "A".

Priority: High (priority #1 for flood projects)
Responsible Dept: Capital Projects
Timeframe: N/A
Funding/Cost: No funding available; \$17.5 million
Hazard(s): **Flooding**

Status: The project could provide the area along Heacock Channel with 100-year storm level of protection. The existing channel currently cannot carry 10-year flood. Threat to residential areas and March Air Reserve Base properties. Flooding events threaten to undermine the road and underlying utilities, resulting in closures affecting ingress and egress of 700 residences and businesses and resulting in damages to March Air Reserve Base's pump house and transformer which interrupt their operations and emergency missions. A Flood Damage Reduction Study was completed in 2007 with a purpose of finding funding for the project.

Estimated Benefit-to-Cost Ratio*: 3.0

Action 3.3.3: Remove existing undersized storm drain bridge and construct a new bridge over the Perris Valley Storm Drain Lateral "A" at Heacock Street.

Priority: High
Responsible Dept: Capital Projects
Timeframe: February 2012 to December 2012
Funding/Cost: Measure "A" and Highway Bridge Replacement and Rehabilitation Grant; \$2.6 million
Hazard(s): **Flooding and Earthquake**

Status: The project is to replace Heacock Street Bridge from existing 2-lane bridge to 4-lane bridge over the channel and provide the Heacock Channel with 100-year level of protection and bring the bridge to current seismic standards. In design phase.

*Benefit to cost ratio, which is an indicator, used in cost-benefit analysis.

Goal 3: Promote a Flood Safe Community (Continued) - Plan Goal(s) 1

Action 3.3.4: Improve/widen the existing 1.5 mile of incised earthen channel with concrete side walls and invert along Cactus Avenue from Elsworth Street to Heacock Street and connecting to Heacock Channel.

Priority: High
Responsible Dept: Capital Projects
Timeframe: N/A
Funding/Cost: No funding available; \$7.5 million
Hazard(s): **Flooding**

Status: The project could provide the area along Cactus Channel with 100-year storm level of protection capacity. The existing channel currently cannot carry 10-year flood. The existing Cactus Channel has limited capacities which result in overtopping and flooding to residential areas and March ARB properties. Flooding events threaten to undermine the road and underlying utilities, result in closures affecting ingress and egress of businesses, and result in damages to March ARB’s pump house and transformer which interrupt March ARB’s operations and emergency missions. A Flood Damage Reduction Study was completed in 2007 with a purpose of finding funding for the project. This project was identified in 2004 multi-jurisdictional plan.

Action 3.3.5: Install storm drain system in the middle of the tract bounded by Redlands Boulevard and Merwin Street, from Alessandro Boulevard to Campbell Avenue, and connected to existing open channel on the southwest corner of Redlands Boulevard and Brodiea Avenue.

Priority: High
Responsible Dept: Capital Projects
Timeframe: July 2012 to April 2013; 2 million
Funding/Cost: Hazard Mitigation Grant (DR-1731) and Measure “A” for Local Match; \$2 million
Hazard(s): **Flooding**

Status: The project could provide the Moreno Townsite area with 100-year storm level of protection. The lack of proper storm drain system in the neighborhood has resulted in flooding events in almost every storm season. The implementation of the project could mitigate flooding hazards to the Moreno Townsite area, including damages to roadway and properties, closures of roadways, health issues, disruptions of traffic and public services.

Estimated Benefit-to-Cost Ratio: 3.62

Goal 3: Promote a Flood Safe Community (Continued) - Plan Goal(s) 1

Action 3.3.6: Install storm drain system in the San Timoteo Foothill Neighborhood, running along Carrie Lane, from Locust Avenue to Kalmia Avenue, then west along Kalmia Avenue to Pettit Street and to be tied into existing storm drain on Pettit Street.

Priority: High
Responsible Dept: Capital Projects
Timeframe: N/A
Funding/Cost: Hazard mitigation grant DR-1810; submitted to FEMA in September 2009, waiting approval; local match would be from Measure "A"; total cost \$2 million

Hazard(s): **Flooding**

Status: The project could provide the San Timoteo Foothill Neighborhood with 100-year storm level of protection. The lack of proper storm drain system in the neighborhood has resulted in flooding events in almost every storm season. The implementation of the project could mitigate flooding hazards to the San Timoteo Foothill Neighborhood, including damages to roadway and properties, closures of roadways, health issues, disruptions of traffic and public services.

Estimated Benefit-to-Cost Ratio: 6.26

Action 3.3.7: Install storm drain systems at two locations on Sunnymead Boulevard. One storm drain system is to be installed across Sunnymead Boulevard between Frederick Street and Graham Street. The other storm drain system is to be installed in the vicinity of Sunnymead Boulevard and Indian Street intersection.

Priority: High
Responsible Dept: Capital Projects
Timeframe: N/A
Funding/Cost: Will apply for future hazard mitigation grant; Measure "A" for local match; total cost \$4 million

Hazard(s): **Flooding**

Status: The proposed project could provide the businesses, public and private properties along Sunnymead Boulevard with 100-year storm level of protection. The existing storm drain systems are inadequate which result in flooding events in almost every storm season. The preliminary engineering has been done for the project in the efforts of getting enough information for filling out future HMGP grant application when it becomes available.

Goal 3: Promote a Flood Safe Community (Continued) - Plan Goal(s) 1

Action 3.3.8: Install catch basins and connecting pipes to existing Lines F, I and J in Nason Street (part of the Nason Street Improvements from Iris Avenue to Cactus Avenue).

Priority: High
Responsible Dept: Capital Projects
Timeframe: May 2012 to May 2013 (tentative)
Funding/Cost: Redevelopment Agency tax increment fund, development impact fees, general fund, Measure "A" Fund and State-Local Partnership Program Grant; 20.7 million
Hazard(s): **Flooding**

Status: The project could provide 100-year storm level of protection for roadways, business and residences along Nason Street. The implementation of the project could mitigate flooding hazards that include flooding of roadway, businesses and residents along Nason Street. The project is under design phase.

Action 3.3.9: Install 45-inch storm drain in the west end of the City, south of Dracaea Avenue and west of Edgemont Street (Line LL).

Priority: High
Responsible Dept: Riverside County Flood Control
Timeframe: N/A
Funding/Cost: \$400K
Hazard(s): **Flooding**

Status: The project could provide 100-year storm level of protection for the west end area on the City. The implementation of the project could mitigate flooding hazards that include flooding of roadway, businesses and residents for the west end area of the City. A West End Area Drainage Plan was adopted by City Council in 1992 and turned over to RCFC&WCD for it to design and construct the system. Construction date is not known at this point.

Goal 4: Promote a Fire Safe Community - Plan Goal(s) 1	
<p>Objective 4.1: Maintain the capacity to respond rapidly to emergency situations</p> <p>Action 4.1.1: Construct a new fire station, No 99 at 13400 Morrison Street.</p>	<p>Priority: High</p> <p>Responsible Dept: Capital Projects, Fire Department</p> <p>Timeframe: October 2011 to October 2012</p> <p>Funding/Cost: Redevelopment Tax Allocation Bonds; \$5.9 million</p> <p>Hazard(s): ALL Hazards</p> <p>Status: Groundbreaking ceremony held on October 13, 2011. Construction began the week of October 10, 2011.</p>
<p>Objective 4.2: Ensure that property in or adjacent to wildland areas is reasonably protected from wildland fire hazard, consistent with the maintenance of a viable natural ecology.</p> <p>Action 4.2.1: Encourage programs to minimize the fire hazard, including but not limited to the prevention of fuel build-up where wildland areas are adjacent to urban development.</p>	<p>Priority: High</p> <p>Responsible Dept: Fire Department</p> <p>Timeframe: Ongoing</p> <p>Funding/Cost: Current funding; cost unknown</p> <p>Hazard(s): Fire</p> <p>Status: Continuing and ongoing.</p>
<p>Objective 4.3: Ensure that uses within urbanized areas are planned and designed consistent with accepted safety.</p> <p>Action 4.3.1: Ensure that ordinances, resolutions and policies relating to urban development are consistent with the requirements of acceptable fire safety, including requirements for smoke detectors, emergency water supply and automatic fire sprinkler systems.</p>	<p>Priority: High</p> <p>Responsible Dept: Fire Department</p> <p>Timeframe: Ongoing</p> <p>Funding/Cost: Current funding; cost unknown</p> <p>Hazard(s): Fire</p> <p>Status: Continuing and ongoing.</p>

Goal 5: Reduce the Chance of Hazardous Materials Incidents - Plan Goal(s) 1

Objective 5.1: Protect life and property from the potential short-term and long-term deleterious effects of the transportation, use, storage, treatment, disposal of hazardous materials and waste.

Action 5.1.1: Require all land use applications and approvals to be consistent with the siting criteria and other applicable provisions of the adopted Hazardous Waste Management Plan, which is also incorporated into and as part of the General Plan.

Priority: High
Responsible Dept: Fire Department
Timeframe: Ongoing
Funding/Cost: Current funding; cost unknown
Hazard(s): Fire

Status: Continuing and ongoing.

Goal 6: Protect the Community from Airplane Crash Incidents - Plan Goal(s) 1

Objective 6.1: Protect life and property by limiting development in safety zones according to identified land uses.

Action 6.1.1: Within the safety zones (e.g. Air Crash Hazard Zones and Clear Zones), residential uses shall not be permitted, and business uses shall be restricted to low intensity uses as defined in the March Air Reserve Base Air Installation Compatible Use Zone Report, as amended from time to time.

Priority: High
Responsible Dept: Capital Projects, Planning
Timeframe: Ongoing
Funding/Cost: Current funding; cost unknown
Hazard(s): Fire

Status: Continuing and ongoing.

Goal 7: Promote a Community Safe From Terrorism - Plan Goal(s) 1, 2, 4	
<p>Objective 7.1: Minimize opportunities for crime found in the present and future build environment, and by creating and maintaining a high level of community awareness and support of crime prevention.</p>	
<p>Action 7.1.1: Promote the establishment of neighborhood and business watch programs to encourage community participation in the patrol of neighborhood areas, and increased awareness of any suspicious activity.</p>	
Priority:	High
Responsible Dept:	
Timeframe:	Ongoing
Funding/Cost:	Current funding; cost unknown
Hazard(s):	Terrorism, Civil Unrest
Status:	Continuing and ongoing.

Goal 9: Promote a Pandemic/Disease Free Community - Plan Goal(s) 1, 2, 3, 4	
<p>Objective 9.1: Collaborate and coordinated with the Riverside County Public Health Department to support community awareness to prevention and protections from communicable disease and/or pandemic flu.</p>	
<p>Action 9.1.1: Assist in providing information to the public regarding prevention and protection against communicable disease and/or pandemic flu.</p>	
Priority:	Moderate
Responsible Dept:	Office of Emergency Management
Timeframe:	Ongoing
Funding/Cost:	Current funding; cost unknown
Hazard(s):	ALL Hazards
Status:	Continuing and ongoing.

Goal 10: Promote Disaster Preparedness and Public Participation - Plan Goal(s) 1, 2, 4	
<p>Objective 10.1: Encourage public participation in the City’s hazard mitigation update process.</p> <p>Action 10.1.1: Encourage public participation by designating a Hazard Mitigation web page in the Emergency Section of the City website that is specific to the City of Moreno Valley Local Hazard Mitigation Plan.</p> <p>Priority: High Responsible Dept: Office of Emergency Management Timeframe: Ongoing Funding/Cost: Current funding; cost unknown Hazard(s): ALL Hazards</p> <p>Status: Continuing and ongoing.</p>	
<p>Objective 10.2: Promote a greater community awareness and understanding of the effects of natural and man-made hazards.</p> <p>Action 10.2.1: Provide FEMA Community Emergency Response Team Training regularly to the community.</p> <p>Priority: High Responsible Dept: Office of Emergency Management Timeframe: Ongoing Funding/Cost: Homeland Security Grant Program and General Fund Hazard(s): ALL Hazards</p> <p>Status: Continuing and ongoing. Office of Emergency Management has provided the 2 ½ day training to the community since 1998 and to date, has taught 926 members of the community and citizens, businesses, church members, school employees and others.</p> <p>Action 10.2.2: Provide presentations to service clubs, homeowner’s associations and other organizations to enhance preparedness.</p> <p>Priority: Moderate Responsible Dept: Office of Emergency Management Timeframe: Ongoing Funding/Cost: Hazard(s): ALL Hazards</p> <p>Status: Continuing and ongoing.</p>	

21.4 National Flood Insurance Program

The last component of the City's mitigation strategy is participation in the National Flood Insurance Program.

The City of Moreno Valley has participated in the National Flood Insurance Program (NFIP) since June 16, 1987. The function of the NFIP is to provide flood insurance to homes and businesses located in Special Flood Hazard Areas (SFHA) at a reasonable cost. In trade, the City of Moreno Valley would agree to regulate new development and substantial improvement to existing structures in the SFHA or to build safely above Base Flood Elevation (BFE) to reduce damage to new construction. The program is based upon mapping areas of flood risk, and requiring local implementation to reduce flood damage primarily requiring the elevation of structures above the BFE including revising the Flood Insurance Rate Maps by processing Letters of Map Revisions with FEMA prior to issuance of building permits. The City completes the NFIP Biennial Report and returns that information to FEMA in a timely manner. There have been no negative issues from participating in the NFIP.

In 2008, the City updated its Municipal Code, adopting the August 28, 2008, Flood Insurance Study (FIS), Flood Boundary and Floodway Maps (FBFMs) and attendant Flood Insurance Rate Maps (FIRMs). The FIS, FBFMs and FIRMs are on file at Community and Economic Development Department, Land Development Division.

The City of Moreno Valley requires Flood Plain Development Permits for all construction or other development, including manufactured homes, within any SFHA. Flood Insurance may be required in these zones as a condition of loan or grant assistance. Elevation Certificates are required as part of the Development Permit, issuance of a building permit and issuance of final occupancy. The Elevation Certificate is a form published by FEMA and required to be maintained and filed in Moreno Valley as a participating community in the NFIP. Discretionary projects located in a SFHA are required as a condition of approval to construct necessary storm drain improvements per the City's Master Drainage Plan and process a Letter of Map Revision prior to issuance of building permits, thus removing property from SFHA. The City has experienced a change (a shift so to speak) to the flood plain limits with the recently published FIRMs. The digital FIRMs graphically moved portions of the SFHAs onto properties and structures where FEMA approved Letter of Map Revisions (LOMR) were previously processed. This has created problems for FIRM interpretation by both insurers and City staff.

Repetitive Loss Properties: There are no repetitive loss properties.

Other Data Used to Regulate Flood Hazard Areas: The City of Moreno Valley utilizes past Hydrology/Hydraulic (H/H) studies prepared by the Riverside County

Flood Control and Water Conservation District, developers and others prepared in the past in areas known for shallow flooding within Zone X to determine finish floor elevations for proposed structures.

Community Rating System (CRS): The City of Moreno Valley is a member of the Community Rating System and is rated at a Class 8. The National Flood Insurance Program's (NFIP) Community Rating System is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood losses;
2. Facilitate accurate insurance rating; and
3. Promote the awareness of flood insurance.

APPENDIX A

ACRONYMS

Acronyms

APZ	Accident Potential Zone
BFE	Base Flood Elevation
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
CRC	Community and Recreation Center
CRS	Community Rating System
DNA	Deoxyribonucleic Acid
DR	Disaster
EMWD	Easter Municipal Water Department
EOC	Emergency Operations Center
FMFM	Flood Boundary and Floodway Maps
FBI	Federal Bureau of Investigations
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
GIS	Geological Information Systems
H/H	Hydrology/Hydraulic
HIV	Human Immunodeficiency Virus
HMGP	Hazard Mitigation Grant Program
H.R.	House of Representatives
LHMP	Local Hazard Mitigation Plan
LOMR	Letter of Map Revisions
N/A	Not Available
NFIP	National Flood Insurance Program
NFPA	National Fire Protection Association
NWS	National Weather Service
OEM	Office of Emergency Management
RCC	Riverside Community College
RCFC	Riverside County Flood Control
RDA	Redevelopment Agency
RV	Recreational Vehicle
SBA	Small Business Administration
SFHA	Special Flood Hazard Area
SONGS	San Onofre Nuclear Generating System
SR	State Route
TUMF	Transportation Uniform Mitigation Fee
UP	Union Pacific
USGS	United States Geological Services
WCD	Wastewater Control District

APPENDIX B

PUBLIC MEETINGS DOCUMENTATION

**Public Meeting Announcement
Posted on City of Moreno Valley Cable Channel 3**

LOCAL HAZARD MITIGATION
PLANNING MEETING

**Thursday,
September 29, 2011**
IL Sorrento Mobile Home Park
Main Clubhouse
6:00 pm
23820 Ironwood Ave

For more information contact Mike Cruz
Office of Emergency Management
413-3800



Public Meeting Announcement Posted on City of Moreno Valley Website

The screenshot shows the City of Moreno Valley website in a Mozilla Firefox browser window. The browser address bar shows the URL <http://www.moval.org/>. The website header includes the city logo with the tagline "WHERE DREAMS SOAR" and navigation tabs for City Hall, City Council, Business & Development, Resident Services, and Our Community. A sidebar on the left contains links for City Manager's Update, City Directory, Jobs, How do I..., MVTV-3, and Film Office. The main content area features a banner for "Always Improving" and a "News for September 29, 2011" section. The news items include:

- Missing Person - Antonio Bueno Calantas 69**: Last seen by family members on September 26, 2011, about 3:00 PM in the 15000 block of Ninya Avenue. Based on his medical conditions, it is possible Mr. Calantas has become disoriented and lost. The Moreno Valley Police Department is asking anyone with information regarding the whereabouts of Antonio Bueno Calantas to contact the Moreno Valley Police Department at (951) 776-1099 or (951) 247-8700. [Find out more and see his photo...](#)
- City to Conduct Local Hazard Mitigation Planning Meeting**: The City of Moreno Valley will be conducting a Local Hazard Mitigation Planning Meeting on Thursday, September 29, 2011 at 6:00 p.m. at the Il Sorrento Mobile Home Park main clubhouse located at 23820 Ironwood Avenue. This meeting will provide the public with an overview of the City's hazard mitigation strategies. For further information please contact Mike Cruz at 951.413.3810
- Redistricting Process Begins in Moreno Valley**: California Elections Code 21600 requires that following each decennial federal census, the City Council adjust their district boundaries. Districts shall be as nearly equal in population as may be and shall comply with the applicable provisions of Section 1973 of Title 42 of the United States Code, as amended. [Read the article...](#) [Visit the redistricting page...](#)
- Consultant Assessment of Development Services and Engineering-Related Operations**: The City Council recently approved an [Economic Development Action Plan](#) establishing a path for the City to advance economic development and make Moreno Valley a major business development area in Southern California. The Council also established prioritized goals at the recent Goal Setting Workshop; two of the five prioritized goals were 1) Job Creation and 2) Focus on Economic and Tax Base Development. In order to progress in achieving these goals and enhance the City's development services, the City Manager contracted with a consultant to obtain an objective, independent and thorough assessment of the City's development and engineering-related operations. The consultant, Tom DeSantis, has completed his assessment of the Land Development and Capital Projects Divisions. His presentation to the City Council summarizing his report is available for review here. Many of the recommendations included in the study have already been implemented by City Staff. [Get the report](#)

The sidebar also includes a "City E-Services" section with links for Animal Service Request, Business License Renewal, and Code Violation.

Public Meeting Agenda



Emergency Response Force

September 14, 2011

Agenda

- I. Introductions.
- II. Pager is monitored by _____ until next meeting.
- III. Training CPR BLS here at the EOC for ERF members only
- IV. Rig equipment update – Water mister/fan is operational.
- V. CERT class is October, 21, 22, 23, 2011 at the Emergency Operations Center. (We will need CERT victims for the simulated drill on Sunday Oct. 23)
- VI. MCI simulated drill at the corporate yard was postponed due to the multiple fires. This event may be held at the end of fall or in the winter. TBA.
- VII. Local Multi-Hazard Mitigation Plan Presentation.

Recent Events:

YouthFest
September 10, 2011- Saturday 10 am – 3:00 pm
M V Community Park

Emergency Callouts:

August 19, 2011
Structure Fire – 1 fatality
7:15 pm – 1:30 am

Upcoming events:

October 8 & 9, 2011 Sears Safety Fair at the Moreno Valley Mall

APPENDIX C

CITY OF MORENO VALLEY FUTURE DEVELOPMENT

City of Moreno Valley Residential Development



As the national economy begins to rebound, the City of Moreno Valley is well positioned with a declining inventory of re-sale homes and many of new housing projects under construction or approved.

Single-Family: 8,259 Units

MAP NO.	TRACT	BUILDER	COUNT	MAP NO.	TRACT	BUILDER	COUNT
1	32834	Beazer Homes	205	30	31521	Victoria Homes	12
2	32836	Beazer Homes	129	31	30636	Pacific Communities	68
3	29920	Pacific Communities	247	32	32194	John Young	32
4	32715	Gardner Construction	36	33	31305	Richmond American Homes	87
5	31255	Stonewood Homes	17	34	31771	Peter Sanchez	25
6	31414	Steve Walker	30	35	34397	Winchester Associates	52
7	33626	Kincaid Development	25	36	32408	Sandstone, Inc.	80
8	31394	Pigeon Pass Ltd.	78	37	32645	Winchester Associates	54
9	32515	K Hovnanian - "Four Seasons"	174	38	32329	Sussex Capital Group	16
10	30268	Pacific Communities	86	39	31494	Winchester Associates	12
11	30268	MV Associates- "High Pointe	83	40	32505	DR Horton	72
12	34151	MV Property Investments, Inc.	37	41	33963	Rance Garatt	30
13	33810	David Boyle Engineering	16	42	33275	Ben Reininger	7
14	31442	Dong Lee	63	43	32978	Focus Estates	19
15	33024	TW Homes, LLC	8	44	32844	Winchester Associates	17
16	32716	Bob Rogers	56	45	34043	RM3 Building and Development	12
17	32005	Red Hill Village, LLC	214	46	35369	Tason Myers Property	8
18	31556	Empire Homes	68	47	32711	Isaac Genah	9
19	32460	Sussex Capital Group	58	48	22180	Young Homes	543
20	32459	Sussex Capital Group	11	49	31590	Winchester Associates	150
21	30411	Pacific Communities	24	50	32284	26th Corporation and Granite Capital	32
22	33962	Pacific Scene Homes	31	51	32548	Gabel, Cook and Associates	107
23	30998	Pacific Communities	47	52	32218	Doug Whitney	63
24	31517	Winchester Associates	83	53	35530	Moreno Gilman 650, LLC	1251
25	31297	Corporation Presiding Bishop of LD	7	54	35606	Kenney Kha	16
26	33436	Winchester Associates	105	55	35534	Leadco Engineers	12
27	28860	Winchester Associates	9	56	35823	Stowe Passco Development	477
28	33388	Titan Records Management	16	57	32365	JW Capital	67
29	32126	Salvador Torres	35	58	35377	Michael Dillard	9
Approved Specific Plans							
					33532	Aqua Bella: Moreno Highlands	2922 7700

Multi-Family: 3,134 Units

MAP NO.	TRACT NO.	BUILDER/ UNITS	TYPE	MAP NO.	TRACT NO.	BUILDER/ UNITS	TYPE
1	35414	Lincoln Property Co./ 240	Apartments	14	33417	Jimmy Lee/ 10	Condominiums
2	32215	Winchester Associates/ 194	Condominiums	15	34988	Stratus Commercial Properties/ 60	Condominiums
3	0	DG&D Cal. Property/ 360	Apartments	16	32756	CTK, Inc./ 241	Condominiums
4	34329	Granite Capital/ 90	Condominiums	17	34681	Perris Pacific Company/ 24	Condominiums
5	32917	Empire Land/ 227	Condominiums Senior	18	33607	TL Group Corp/ 54	Condominiums
6	0	Adlan Engineers/ 72	Condominiums	19	0	One Moreno Valley / 52	Condominiums
7	32835	Beazer Homes/ 247	Townhomes	20	34215	Empire Land/ 314	Apartments
8	31814	Moreno Valley Investors/ 60	Apartments Senior	21	36038	Alessandro Village Plaza, LLC./288	Apartments
9	34216	Creative Design Associates/ 189	Apartments	22	35663	Kenney Kha/ 112	Condominiums
10	33771	Creative Design Associates/ 40	Condominiums	23	35098	Microsun Design Group/ 96	Townhomes
11	0	Frederick Homes/ 12	Condominiums	24	0	Michael Chen/ 16	Condominiums
12	0	Travmatt Management/ 30	Apartments	25	4843	Granite Capital/ 42	Apartments
13	35304	Jimmy Lee/ 26	Apartments	26	0	Jim Nydam/ 15	Apartments



City of Moreno Valley Commercial Development

The City of Moreno Valley has remained among the fastest growing cities in the Inland Empire of Southern California. Ranked 10th in population growth, Moreno Valley is the third largest city in the region. Savy developers and retailers continue to look at Moreno Valley opportunities for growth and success. Take a look at whats happening!



COMMERCIAL CENTERS

CENTER NAME	SIZE (In sq. ft.)	TRAFFIC COUNTS (ADT)	
		E/W	N/S
TownGate Highlands	251,900	254,000	15,300
Moreno Valley Mall	1,300,000	233,000	28,400
Stoneridge Towne Centre	579,295	150,000	19,700
TownGate Center/Plaza	465,000	233,000	28,400
Moreno Beach Plaza	350,000	132,000	17,200
Moreno Valley Plaza	341,000	13,100	24,900
TownGate Crossing	237,000	254,000	36,600
TownGate Promenade	200,000	254,000	36,600
Moreno Beach Marketplace	175,000	4,100	15,900
Lakeside Plaza & Terrace	143,000	13,600	7,300
Lakeshore Village Marketplace	140,000	11,500	—
Alessandro & Lasselle	140,000	8,400	13,300
Moreno Marketplace	93,788	3,800	14,300
Iris Plaza	87,120	18,800	20,300
Alessandro & Moreno Beach	30,750	4,100	15,900
Eisworth Plaza	30,000	27,700	—
Cactus Commerce Center	16,000	36,100	—
Rancho Belago Plaza	14,000	3,800	14,300



HOSPITALITY DEVELOPMENT

MAP NO.	NAME	NO. GUEST ROOMS
Centerpointe Hotels:		
	Hawthorn Inn and	
1	Marriott TownePlace Suites	189
2	Hampton Inn & Suites	115
3	Ayres Suites	127
4	La Quinta Inn & Suites	58
5	Sleep Inn & Suites	74
6	Value Place	113



OFFICE

MAP NO.	NAME	SIZE (In sq. ft.)
1	Centerpointe Office Area	258,000
2	Olivewood Plaza	22,758
3	Moreno Valley Medical Plaza	217,000
4	TownGate Square	170,000
5	Moreno Valley Medical Campus	80,000



INDUSTRIAL AREAS/JOB CENTERS

AREAS	OCCUPIED (In sq. ft.)	AVAILABLE/ APPROVED (In sq. ft.)	PROPOSED (In sq. ft.)
Centerpointe Business Park	2,266,417	2,239,590	82,994
Moreno Valley Industrial Area	3,742,232	9,963,116	1,616,133
SR 60 Business Park Area (Highland Fairview Corporate Park)	1,812,107	787,893	3,168,219
Sycamore Canyon Business Park	6,500,000	1,198,929	—
Meridian Business Park	2,454,000	546,000	—

951.413.3460
EDTeam@moval.org



This information is intended to be a resource for the public, potential end-users, developers and investors. While every effort has been made to ensure the accuracy of the data, it is subject to change due to the complex nature of the development industry. The City of Moreno Valley makes no guarantees as to the accuracy and assumes no liability for the use of the information.

Updated August 2009

New Projects Map with Commercial Development Activity, New Housing and Planned New Housing



RESOLUTION NO. 2011-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE CITY OF MORENO VALLEY LOCAL HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000.

WHEREAS, the Disaster Mitigation and Cost Reduction Act of 2000 (DMA 2000) was signed into law on October 30, 2000 by the President of the United States; and

WHEREAS, the DMA 2000 requires all jurisdictions to be covered by a Local Hazard Mitigation Plan to be eligible for Federal Emergency Management post-disaster funds; and

WHEREAS, the Office of Emergency Management for the City of Moreno Valley developed a Local Hazard Mitigation in 2011 that is specific for Moreno Valley; and

WHEREAS, the City of Moreno Valley is concerned about mitigating potential losses from natural disaster before they occur; and

WHEREAS, the Local Hazard Mitigation Plan identifies potentials hazards, potential losses, and potential mitigation measures to limit losses;

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

1. Resolution 2005-11 and all prior enactments on the same subject are hereby repealed
2. The City of Moreno Valley Local Hazard Mitigation Plan is adopted effective immediately

APPROVED AND ADOPTED this 25th day of October, 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, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

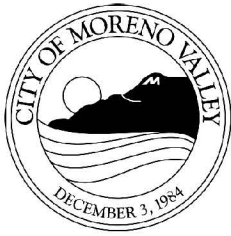
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 25, 2011

TITLE: APPROVE AND ADOPT RESOLUTION NO. 2011-103
AUTHORIZING THE DELEGATION OF AUTHORITY TO THE
CITY ENGINEER TO CERTIFY RIGHT-OF-WAY ACQUISITIONS
FOR ON-SYSTEM AND OFF-SYSTEM PROJECTS ON BEHALF
OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and adopt Resolution No. 2011-103, authorizing the delegation of authority to the City Engineer to certify right-of-way acquisitions for on-system and off-system projects on behalf of the City of Moreno Valley for the acquisition of right of way.

BACKGROUND

In order to comply with guidelines for projects under the jurisdiction of the State of California Department of Transportation (Caltrans), certification of acquisition of right of way and/or rights in real property by City Council resolution is required. Projects under the jurisdiction of Caltrans are called 'on-system' or 'off-system,' depending on whether they are on the State network of highways and whether they use state/federal funds.

On April 26, 2005, the City Council approved and adopted Resolution No. 2005-36 that approved the delegation of authority to the City Engineer to sign **federally-funded** certifications for the acquisition of right of way on behalf of the City.

Previously, resolutions certifying right-of-way acquisitions were prepared on a project-specific basis.

DISCUSSION

Funding for transportation improvements currently requires the local agency to certify that the needed right of way has been acquired in accordance with applicable policy and procedure covering the acquisition of real property, and that the agency will have legal and physical possession and right to enter on all lands.

It is acceptable to Caltrans to adopt a resolution that can be used for all on-system and off-system projects, whether federally- or locally-funded. This procedure will further streamline the delivery of capital projects that require City Council approval as well as the timely use of funds. Upcoming on-system projects that will benefit include the SR-60/Nason Overcrossing Bridge and the SR-60/Moreno Beach interchange projects. The previously-approved delegation for federally-funded projects applied to federal projects only. This delegation of authority will cover all Caltrans projects regardless of funding source.

ALTERNATIVES

1. Approve and adopt Resolution No. 2011-103 authorizing the delegation of authority to the City Engineer to certify right-of-way acquisitions for on-system and off-system projects on behalf of the City of Moreno Valley for the acquisition of right of way. *This alternative will provide flexibility to the City and allow it to implement projects more quickly.*
2. Do not approve and adopt Resolution No. 2011-103 authorizing the delegation of authority to the City Engineer to certify right-of-way acquisitions for on-system and off-system projects on behalf of the City of Moreno Valley for the acquisition of right of way. *This alternative will require the City to adopt resolutions to certify right-of-way acquisitions on a project-by-project basis.*

FISCAL IMPACT

There is no fiscal impact.

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

Staff recommends the City Council approve and adopt Resolution No. 2011-103, delegating authority to the City Engineer to certify right-of-way acquisitions for on-system and off-system projects on behalf of the City of Moreno Valley as needed.

ATTACHMENTS

Attachment "A" – Resolution No. 2011-103

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

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

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

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

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RESOLUTION NO. 2011-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO CERTIFY THE ACQUISITION OF RIGHT OF WAY FOR ALL PROJECTS

WHEREAS, under the direction of the City Engineer, acquisition of all necessary property rights, including encroachment rights, and rights of prejudgment possession of necessary property interests in pending eminent domain proceedings are obtained in time to allow the construction of capital projects in the City of Moreno Valley in a timely manner; and

WHEREAS, the State of California Department of Transportation Right-of-Way Certification form confirms that all necessary right of way or property interests or rights required for construction of on-system and off-system projects have been obtained as described above, and the City Engineer should be authorized to execute said Certification; and

WHEREAS, the delegation of authority to the City Engineer to certify the acquisition of right of way and property interests for all on-system and off-system projects would benefit the City by expediting projects in order to timely obtain available funding.

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

1. The City Engineer of the City of Moreno Valley is authorized to certify and execute on behalf of the City right of way certifications for all on-system and off-system projects, evidencing the acquisition of right of way and other property interests.

APPROVED AND ADOPTED this 25th day of October 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

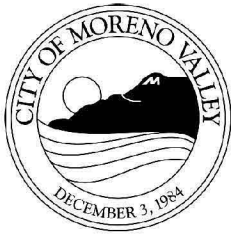
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 25, 2011

TITLE: APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE FOR SR-60/NASON OVERCROSSING BRIDGE PROJECT – PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with Southern California Edison (SCE) to extend existing distribution line on Nason Street for the SR-60/Nason Street Overcrossing Bridge Project.
2. Authorize the City Manager to execute the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with SCE in the form attached hereto.
3. Authorize a Change Order to increase the Purchase Order to SCE by \$261,000 (\$207,357 plus 20% contingency) for SCE improvements for the SR-60/Nason Street Overcrossing Bridge Project from Account Nos. 897.91728 and 414.80429.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE up to, but not exceeding, the contingency amount of \$53,643 subject to the approval of the City Attorney.

BACKGROUND

The first phase of the SR-60/Nason Street Interchange Improvements Project is under construction. Project 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 then 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.

On October 4, 2011, the City executed a purchase requisition and Caltrans-required Utility Agreement between the City and SCE for the pole removal portion of the work along Nason Street totaling \$60,500. This Utility Agreement is required by Caltrans for distribution relocation-related work only, which does not include line extensions, lighting, or meters.

DISCUSSION

SCE has completed relocation plans that provide for permanent electrical service to SR-60 and Nason Street. The selected route for SCE's line along Nason Street is the most cost effective route, because it is the shortest available route within the project area. SCE and the City are required to enter into a "Contract for Extension of Electric Distribution Line (Rule No. 15)" (Attachment "A"). The work covered by this agreement restores permanent service to the SR-60/Nason overcrossing bridge, freeway lights, and overhead signs. The work is estimated at \$131,700.

SCE has also completed plans for new, permanent street lights and meters on Nason Street, which are estimated at \$45,700 and \$30,000, respectively. These features are routine in nature and are not subject to specific agreements.

In order to consolidate all SCE costs in one purchase order for this project, the existing purchase order of \$60,500 will be increased by \$131,700 for freeway service, \$45,700 for street lights, and \$30,000 for meters, totaling \$267,900. A 20% contingency is applied to the \$267,900 total in order to provide for any adjustments that need to be made before or during construction. The 20% contingency adds \$53,643 resulting in a total purchase order amount of \$321,543. Therefore, the increase to the existing purchase order of \$60,500 is \$261,000.

Because the SCE facilities need to be placed at final grade, the work is anticipated to be completed immediately prior to or during the construction of the SR-60/Nason Overcrossing project, depending upon location.

ALTERNATIVES

1. Approve the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with Southern California Edison (SCE) to extend existing distribution line on Nason Street for the SR-60/Nason Street Overcrossing Bridge Project, authorize the City Manager to execute the "Contract for Extension of Electric Distribution

Line (Rule No. 15)" with SCE in the form attached hereto, authorize a Change Order to increase the Purchase Order to SCE by \$261,000 (\$207,357 plus 20% contingency) for SCE improvements for the SR-60/Nason Street Overcrossing Bridge Project from Account Nos. 897.91728 and 414.80429, and authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE up to, but not exceeding, the contingency amount of \$53,643 subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Nason Interchange Overcrossing Improvements Project on schedule.*

2. Do not approve the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with Southern California Edison (SCE) to extend existing distribution line on Nason Street for the SR-60/Nason Street Overcrossing Bridge Project, do not authorize the City Manager to execute the "Contract for Extension of Electric Distribution Line (Rule No. 15)" with SCE in the form attached hereto, do not authorize a Change Order to increase the Purchase Order to SCE by \$261,000 (\$207,357 plus 20% contingency) for SCE improvements for the SR-60/Nason Street Overcrossing Bridge Project from Account Nos. 897.91728 and 414.80429, and do not authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the agreement with SCE up to, but not exceeding, the contingency amount of \$53,643 subject to the approval of the City Attorney. *This alternative will delay the construction of needed utility relocations for the SR-60/Nason Street Overcrossing Improvements Project.*

FISCAL IMPACT

The cost to relocate SCE's facilities and provide for new facilities will be funded utilizing Redevelopment Tax Increment Bond Proceeds/Series A (Account No. 897.91728) and Developer In-lieu Street Improvement Funds for Nason street lights (Account 414.80429). The estimates provided by SCE are subject to adjustment after completion of the work based on actual costs. There is no impact to the General Fund.

AVAILABLE FUNDS FOR SR-60/NASON STREET OVERCROSSING BRIDGE

FY 2011/2012 Developer In-lieu Street Improvement Funds (Account 414.80429).....	\$ 30,000
FY 2011/2012 2007 RDA Bond Funds (Account 897.91728).....	<u>\$16,148,000</u>
Available Funds.....	\$16,178,000

ESTIMATED COST

SR-60/Nason Overcrossing Design	\$ 1,556,400
Utilities – SCE Facilities	\$ 321,600
SR-60/Nason Overcrossing Construction.....	<u>\$14,300,000</u>
Estimated Cost	\$16,178,000

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

The "Contract for Extension of Electric Distribution Line (Rule No. 15)" and the change order to the purchase order provides for all items of SCE work for the SR-60/Nason Overcrossing Bridge Project.

ATTACHMENTS

Attachment "A" –Contract for Extension of Electric Distribution Line (Rule No. 15)

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

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

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

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

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CONTRACT FOR EXTENSION OF ELECTRIC DISTRIBUTION LINE
RULE NO. 15

1. PARTIES

This contract for Extension of Electric Distribution Line ("Contract") is issued this 18th day of August, 2011.

The Parties to the Contract are:

CITY OF MORENO VALLEY

("Applicant")

and Southern California Edison Company ("Edison"). Applicant and Edison are referred to individually as "party" and collectively as "Parties".

2. RECITALS

Applicant has requested Edison, pursuant to Edison's Rule No. 15, Distribution Line Extensions, to install an electric distribution line extension ("Line Extension") to the location or locations described as follows:

NASON & 60 FWY

MORENO VALLEY, CA

92555

(Hereinafter referred to as "Project")

3. AGREEMENT

3.1 Responsibilities of Applicant

Construction

Applicant shall, in accordance with Edison's specifications and timing requirements for the Project:

- Perform route clearing, tree trimming, trenching, excavating, and backfilling and compacting;
- Furnish imported backfill material and dispose of trench spoil as required;
- Furnish, install and transfer ownership to Edison any substructures, conduit, and protective structures required other than the conduit portion of cable-in-conduit;
- Obtain any necessary construction permits for all work performed by Applicant under this Contract.

If Applicant elects to have Edison perform any part of this work, Applicant shall pay to Edison, as specified herein and before the start of construction, Edison's estimated-installed cost thereof.

Rights of Way

Applicant hereby grants to Edison the rights of way and easements for the Line extension over the shortest, most practical, available, and acceptable route within Applicant's property for the purpose of making delivery of electric service hereunder. Such easement shall include the right of access and right to trim trees as necessary. Where formal rights of way, easements, land leases, or permits are required by Edison for installation of facilities on or over Applicant's property, or the property of others, Applicant understands and agrees that Edison shall not be obligated to install the Line extension for the Project unless and until any necessary permanent rights of way, easements, land leases, and permits, satisfactory to Edison, are granted to or obtained for Edison without cost to or condemnation by Edison.

Attachment "A"

Advances

Applicant shall contribute or advance, before the start of construction, the refundable and non-refundable amounts as set forth in Appendix A to this Contract. This includes the costs for substructures and conduits, which Edison had previously installed at its expense in anticipation of the current Line Extension. Any necessary riser conduit, conduit covering, and miscellaneous riser material required for the Line Extension shall be furnished or paid for by Applicant and shall be installed by Edison.

All contributions and advances by Applicant are taxable and shall include an Income Tax Component of Contribution (ITCC) at the rate provided in Edison's Preliminary Statement. ITCC will be either refundable or non-refundable depending on whether the corresponding contribution or advance is refundable or non-refundable.

Joint Applicants, The total contribution or advance from joint Applicants will be apportioned by Edison among the members of the group in such manner as Applicants mutually agree.

3.2 Responsibilities of Edison

Construction

Edison shall install, own, operate, and maintain the Line Extension to serve the Project. Edison will install only those facilities that, in Edison's judgment, will be used within a reasonable time to serve permanent loads.

Refunds

Edison shall make refunds to Applicant in accordance with the provisions of Rule No. 15.

3.3 Ownership of Facilities

Title to and ownership of the Line Extension shall vest in Edison. Applicant does hereby agree that upon completion and acceptance by Edison of any Applicant-installed facilities, title to each and every component part thereof shall immediately pass to Edison free and clear of all liens and encumbrances.

3.4 Service Facilities

Service extensions shall be installed pursuant to Edison's Rule No. 16, Service Extensions.

3.5 Street Lighting Facilities

Street lighting and Line Extensions within the Project solely for service to street lighting equipment shall be installed in accordance with the appropriate street light tariff schedule. Street light revenues are not applicable toward allowances or refunds for Line Extensions. Electroliers shall be located at points determined by the governmental agency having jurisdiction over streets to be dedicated to that agency or by Applicant for privately owned and maintained streets open to and used by the general public.

3.6 Non-Refundable Discount Option

In lieu of contributing the total refundable amount, Applicant has the option of contributing, on a non-refundable basis, a percentage of such refundable amount as set forth in Appendix A to this Contract. Applicant has or has not chosen this option as indicated by signature on Appendix A.

3.7 Refunds

The total refundable amount shall be subject to refund, without interest, in accordance with the provisions of Rule No. 15, which include the following:

Residential. Refunds will be made on the basis of any new customer permanent load connected to the Line Extension, which produces additional revenues to Edison. The refund will be deducted from the total refundable amount, and the remaining amount subject to refund will represent that portion of the Line Extension cost not supported by revenues.

Non-Residential. Refunds will be made on the basis of Applicant or any new customer permanent load connected to the Line Extension, which produces additional revenues to Edison. Edison shall be responsible to review Applicant's actual net revenue for the first three years from the date Edison is first read to serve. Applicant shall be responsible for notifying Edison if new, permanent load is added the fourth through tenth year from the date Edison is first read to serve. Such review shall determine if additional net revenue justifies refunds to Applicant.

Unsupported Extension Cost. When any portion of a refundable amount has not qualified for a refund at the end of twelve (12) months from the date Edison is first ready to serve, Applicant will pay to Edison an ownership charge on the remaining refundable balance. The difference between the total refundable advance and any refunds made or eligible to be made to Applicant shall serve as the basis of a monthly ownership charge ("base"). Monthly ownership charges are calculated by multiplying the base times the Customer-financed added facilities percentage in Rule No. 2. Monthly ownership charges are distinct from the refundable amount and will normally be accumulated and deducted from refunds due to Applicant. This provision does not apply to individual residential Applicants.

The monthly ownership charges herein shall automatically increase or decrease if the California Public Utilities Commission should subsequently authorize a higher or lower percentage rate for the monthly ownership charges, effective on the date of such authorization.

Refund Period. The total refundable amount is subject to refund for a period of ten (10) years after the Line Extension is first ready to serve. Any unrefunded amount remaining at the end of the ten-year period shall become property of Edison.

3.8 Payment Adjustments

Contract Compliance. If, after six (6) months following the date Utility is first ready to serve residential loads for which allowances were granted, one (1) year for non-residential loads, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to Edison an additional contribution, based on the allowances for the loads actually installed.

Excess Facilities. If the load information provided by Applicant results in Edison's having installed facilities which are in excess of those needed to serve the actual loads, and Edison elects to reduce such excess facilities, Applicant shall pay to Edison its estimated total costs to remove, abandon, or replace the excess facilities, less the estimated salvage of any removed facilities.

3.9 Reimbursement to Applicant

Where mutually agreed upon by Edison and Applicant, Applicant, may perform Edison's work or install facilities normally installed by Edison. Such work shall be in accordance with Edison's specifications and timing requirements. Edison shall reimburse Applicant Edison's estimated installed cost of such facilities and work by applying a credit toward Applicant's advance. Any amount not so credited shall be reimbursed to Applicant upon acceptance of the work and facilities by Edison.

3.10 Delays in Construction

Force Majeure. Edison shall not be responsible for any delay in the installation or completion of the facilities by Edison resulting from the late performance of Applicant's responsibilities under this Contract, shortage of labor or material, strike, labor disturbance, war, riot, weather conditions,

governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Edison.

Resources. Edison shall have the right, in the event it is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects, which it deems, in its sole discretion, most important to serve the needs of its customers. Any delay in construction hereunder resulting from such allocation shall be deemed to be cause beyond Edison's control.

Contract Revision. If Applicant does not commence installation of any facilities which are Applicant's responsibility or Edison is prevented from commencing the installation of the facilities for causes beyond its reasonable control within one year from the effective date of the Contract, Edison may, in its discretion, revise its cost estimate and recalculate the refundable and/or non-refundable amounts set forth herein. Edison will notify Applicant of such increased costs and give the option to either terminate this Contract or pay Edison the additional charges.

3.11 Contract Termination

If at any time during the term of this Contract, Edison is not the sole supplier of electrical requirements for the Project, this Contract may be terminated. Upon termination of the Contract, Applicant agrees to forfeit that portion of the advance paid to Edison for its expenses covering any engineering, surveying, right of way acquisition and other associated work incurred by Edison. If such expenses are greater or less than the refundable and/or non-refundable advance, Applicant shall pay to Edison, or Edison shall refund the balance to Applicant, without interest, as the case may be.

3.12 Indemnification

Applicant shall, at its own cost, defend, indemnify, and hold harmless Edison, its officers, agents, employees, assigns, and successors in interest from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damages to any property caused by Applicant or its contractor and employees, officers or agents of either Applicant or its contractor, or any of them, and arising out of the performance or nonperformance of their obligations under this Contract.

3.13 Assignment of Contract

Applicant may assign this Contract, in whole or in part, only if Edison consents in writing and the party to whom the Contract is assigned agrees in writing, to perform the obligations of Applicant hereunder, Assignment of the Contract shall not release Applicant from any of the obligations under this Contract unless otherwise provided therein.

3.14 Joint and Several Liability

Where two or more individuals or entities are joint Applicants under this Contract, all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

3.15 Warranty

Applicant warrants that all work and/or equipment furnished or installed by Applicant or its contractor shall be free of defects in workmanship and material. The warranty period shall begin from the date of final acceptance by Edison and extend for one (1) year. Should the work develop defects during that period, Edison, at its election, shall either (a) repair or replace the defective work and/or equipment, or (b) demand that Applicant repair or replace the defective work and/or

equipment and, in either event, Applicant shall be liable for all costs associated with such repair and/or replacement. Applicant upon demand by Edison, shall promptly correct, to Edison's satisfaction and that of any governmental agency having jurisdiction, any breach of any warranty.

3.16 Contract Effective Date

This Contract shall not be effective unless it is (1) executed and delivered by Applicant to Edison together with payment required hereunder within ninety (90) days of the date in Paragraph 1 of this Contract and (2) accepted by Edison. This Contract shall then be effective on the date executed by Edison and shall take effect without further notice to Applicant.

3.17 Commission Jurisdiction

This Contract is subject to the applicable provisions of Edison's tariffs, including Rule No. 15, filed and authorized by the California Public Utilities Commission.

This Contract shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

3.18 Completion Date

The completion date requested by Applicant is _____ to be coordinated with City & contractor.

4. SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign.

APPLICANTS(S)

CORPORATION, PARTNERSHIP, OR DBA: CITY OF MORENO VALLEY

NAME OF AUTHORIZED INDIVIDUAL: Henry Garcia

SIGNATURE: _____

TITLE: City Manager

MAILING ADDRESS: 14177 FREDERICK ST, MORENO VALLEY, CA 92553-9014

TELEPHONE: 951-413-3000

ADDITIONAL SIGNATURES FOR JOINT APPLICANTS

NAME OF AUTHORIZED INDIVIDUAL: _____

SIGNATURE: _____



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company
Southern California Edison Company
26100 MENIFEE ROAD
MENIFEE CA 92585

MORENO, CITY OF
14177 FREDERICK ST
MORENO VALLEY CA 92553 9014

Invoice #	105998
Invoice Date:	08/18/2011
SCE Contact:	James Gregory Schofield
Telephone:	-()--8258
Install - Billing Option:	SCE INSTALL - DISCOUNT

Description		Amount
Service Request Number: 1284043 R15 LINE EXT, STLT, RELOCATION.		
Project Address: NASON & 60 FWY XSTRT MORENO VALLEY CA 92555		
Item #	112307 299318	\$131,656.99
467217 - LINE EXTENSION		
Previous Payment		\$0
<ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Enclosed are copies of refundable and discount option appendices. Please select one option, sign both copies (one as selected, the other as not selected) and return with your payment. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Call the Edison company at 1-800-655-4555 to make application for electrical service. 		
Invoice Total		\$131,656.99

Please detach and return payment stub with payment

Payment
Stub

Please pay total amount now due:

\$131,656.99

Invoice #: 105998

Thank you for paying promptly

MORENO, CITY OF
14177 FREDERICK ST
MORENO VALLEY CA 92553 9014

Make check payable to Southern California
Edison
26100 MENIFEE ROAD
MENIFEE CA 92585

8/18/2011

APPENDIX A - DISCOUNT OPTION
ELECTRIC LINE EXTENSION AGREEMENT

LOC. W.O. A.I. LINE EXTENSION JOB # 467217

1. SCE RULE 16 COST TO			
(A) SCE RULE 16 COST TO SERVE			\$613.63
(B) LESS APPLICANT ALLOWANCES			\$648.64
(C) EXCESS RULE 16 COST TO SERVE (LINE 5. (A))			\$0.00
(D) EXCESS ALLOWANCES TO (LINE 2.)			\$35.01

SCE COST TO SERVE RULE 15			
(E) OVERHEAD	0 FEET X	\$.00 UNIT COST	\$.00
(F) UNDERGROUND	0 FEET X	\$.00 UNIT COST	\$.00
(G) PROJECT SPECIFIC (IF 2X UNIT COST OR COMPETITIVE BID)			\$24,130.64
(H) TOTAL SCE RULE 15 COST TO SERVE			\$24,130.64

2. APPLICANT ALLOWANCES (FROM LINE 1. (D))			\$35.01
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3. REFUNDABLE:			
(A) SCE RULE 15 COST TO SERVE (LINE 1. (H))			\$24,130.64
(B) PLUS ESTIMATED VALUE OF STRUCTURES			\$8,958.00
(C) SUBTOTAL (LINE 3. (A) + 3. (B))			\$33,088.64
(D) LESS ALLOWANCE (LINE 2)			\$35.01
(E) REFUNDABLE AMOUNT (LINE 3. (C) - 3. (D))			\$33,053.63
(F) PLUS REFUNDABLE ITCC* ON LINE 3. (E)			\$0.00
(G) TOTAL AMOUNT (LINE 3. (E) + 3. (F))			\$33,053.63

4. PAYMENT OPTION SELECTED:	DISCOUNT	HAS CHOSEN:	
(A) NON-REFUNDABLE DISCOUNT OPTION: 50 %			
1)		50 % OF LINE 3G:	\$16,526.81
2)		VALUE OF STRUCTURES:	\$8,958.00
3)		NON -REFUNDABLE PAYMENT:	\$7,568.81
4)		AMOUNT DUE APPLICANT:	\$0.00

5. OTHER NON-REFUNDABLE ADVANCE & CREDITS			
(A) OTHER NON-REFUNDABLE CHARGES			\$1,000.00
(RULE 16, FLAT RATE, INSPECTION, R/W, ETC.)			
(B) ITCC* ON OTHER NON-REFUNDABLE			\$0.00
(C) ITCC* ON APPLICANT FURNISHED FACILITIES.			\$0.00
(D) INSTALLED COST OF SUBSTRUCTURES BY SCE			\$76,106.30
(E) LESS APPLICANT DESIGN OR REIMBURSABLE CREDITS			\$0.00
(F) TOTAL NON-REFUNDABLE (LINE 5. (A) THRU 5. (D) - 5. (E))			\$77,106.30
(G) TOTAL CREDITS (LINE 5. (E) - 5. (A) THRU 5. (D))			\$0.00

6. AMOUNT TO BE PAID BY APPLICANT TO SCE			\$84,675.11
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7. AMOUNT TO BE REFUNDED TO APPLICANT UPON FULFILLMENT OF ALL CONTRACTUAL OBLIGATIONS			\$0.00
---	--	--	--------

HAS NOT CHOSEN: SIGN _____

* INCOME TAX COMPONENT OF CONTRIBUTION

and shall expire one year from that date. Applicant agrees to promptly notify the Company and that of any governmental agency having jurisdiction and at Applicant's expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by Company during this warranty period.

18. INSPECTION:

Inspection is required during the construction period. A 48 hour advance notice of intent to start construction is required from the contractor to the Southern California Edison Company. Standards of Edison construction requirements are available upon request.

Duct and Structure Inspector: WILLIE RADFORD

Phone: (951)663-0321

Cabling Construction Coordinator: TOM MARTINEZ

Phone: (951)260-8537

D05: Rev. 07/17/07

STRUCTURES

CONTRACTOR _____

COST PLUS FIRM DEV.

INCLUDES PERM. PAVING YES NO

PERMIT NUMBER _____

DATE STARTED _____

DATE COMPLETED _____

INSPECTOR _____

PRECASTER _____ CONDUIT _____

THIS PLAN APPROVED AS TO LOCATION AND TYPE OF ELECTRIC SUBSTRUCTURES

Developer: _____

Attn: _____

Address: _____

Telephone: _____

FAX: _____

Dwg./Rev.	Developer's Signature	Date
Original		
Rev.		
Rev.		
Rev.		

CHANGES IN THESE PLANS WILL REQUIRE AN ADDITIONAL 3 TO 4 WEEKS AND CUSTOMER WILL BE CHARGED IN ADVANCE FOR REQUESTED CHANGES.

UNDERGROUND SERVICE ALERT

Dial 811

Call USA

For Underground Locating
2 Working Days Before You Dig

D26: Rev. 02/12/08

**FINAL DESIGN
APPROVED FOR CONSTRUCTION**

DISTRICT 77-MENIFEE	PROJ. MGR. JAMES SCHOFIELD PHONE (951)442-0554	PLANNER JAMES SCHOFIELD PHONE (951)442-0554	SR NO. 1284043
FOREMAN	TRUCK NO.	P/E	DESIGN NO. 299318
CSD 140 Y _____ N _____	BY-PASS EXISTING _____ CODE CHANGE TO _____	TLM CHECKED _____	ASSOCIATED DESIGN NO.
PRODUCT/SAP NO. TD 467217 - LINE EXTENSION	PRODUCT/SAP NO. TD 467218 - ST LT	PRODUCT/SAP NO. TD 492251- RELOCATE FACILITIES	
F J. SCHOFIELD 07/13/11	P. METOYER E. ESTRADA 52810	PROPOSED CONSTRUCTION (LOCATION) OH TO UG CONVERSION NASON ST/ FIR AVE TO 60 FWY. MORENO VALLEY	
P 08/07/10	P. METOYER I. GARCIA 11528	SHEET 1 OF 5	
TYPE APPROVED BY DATE CHECKED BY DRAWN BY PAX #			JOB NO. 0299318
Southern California Edison Company			



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: October 25, 2011

TITLE: APPROVAL OF A THREE-YEAR PHONE AND DATA CONTRACT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH TW TELECOM

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Three-Year Voice and Data Service Contract with TW Telecom; and
2. Authorize the City Manager to execute a contract and purchase order with TW Telecom for estimated costs not-to-exceed \$127,500, plus a contingency of \$19,100 (15%).

BACKGROUND

The City's current voice (telephone) and data (Internet) contract with Verizon expires December 3, 2011. While Verizon is content to extend the current rates on a month-to-month basis, Staff compared existing rates with other providers and discovered that lower voice rates and greater data capacity is available. Staff estimates that the City will save \$59,364 over the life of the three-year contract.

DISCUSSION

Using July as a comparison month, the City's phone and Internet connection charges equal approximately \$4,892. This amount includes local calls, 25,000 minutes of long distance calls, and a 3 megabit per second (Mbps) Internet connection. TW Telecom is offering the same voice service at lower rates and a 20 Mbps data connection for approximately \$3,542. The new contract greatly expands the City's data connection bandwidth and maintains the same voice services, while saving the City approximately \$1,350 per month.

TW Telecom was chosen through a competitive process after obtaining multiple proposals from 4 different telecommunications companies. During August and September 2011 the Technology Services Division contacted Verizon, the City's existing provider, TW Telecom, Level 3, and Time Warner Cable in order to have them propose voice and data services. While Verizon was content to continue the existing services and prices, the other providers submitted several proposals. The proposals differed mainly on the Internet connection bandwidth component. A three-person committee from the Technology Services Division, including the City's Telecommunications Engineer/Administrator, evaluated the proposals. Attachment A is a summary of the proposals received.

While the lowest cost proposal is from TW Telecom, which includes a 10 Mbps data connection costing \$1,104.72 per month, staff is recommending the proposal that includes a 20 Mbps data connection costing \$1,549.31 per month. TW Telecom is also the lowest cost proposal with the recommended 20 Mbps configuration. The additional \$444.59 per month is a very good value and the additional capacity is currently needed by the City. Specifically, the additional data capacity will speed the transfer of large files for both the ERP Replacement Project and for software patch files required for routine maintenance of the City's PCs and servers. Both activities routinely require the transfer of files that are over 1 gigabyte (GB) in size; files associated with the ERP Replacement Project are expected to be as large as 10 GB starting in January 2012.

ALTERNATIVES

1. Approve the Three-Year Voice and Data Service Contract with TW Telecom.
2. Authorize the City Manager to execute a contract and purchase order with TW Telecom for estimated costs not-to-exceed \$127,500, plus a contingency of \$19,100 (15%).
3. Do not approve the Three-Year Voice and Data Service Contract with TW Telecom. ***This action would result in higher monthly telecommunication costs.***
4. Provide staff with further direction.

Staff recommends Alternative Nos. 1 and 2.

FISCAL IMPACT

The proposed contract is estimated to save the City \$59,364 over the three-year term of the contract while providing the same phone services and greatly expanded Internet connection bandwidth. Below is a summary of the calculations:

- | | |
|--|-----------------|
| • Current monthly bill from Verizon | \$4,892 |
| • Proposed TW Telecom contract for same services | <u>3,542</u> |
| • Monthly Savings | <u>\$1,350</u> |
| • Contract Savings over three-year period | <u>\$48,603</u> |

A 15% contingency is being requested because the number of long distance (interstate) and regional (interlata) calls varies each month. If call costs increase due to business needs, the contingency will allow staff to continue paying phone bills without returning to Council for an increase in the authorized expenditures.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

The City's current voice (telephone) and data (Internet) contract with Verizon expires December 3, 2011. While Verizon is content to extend the current rates on a month-to-month basis, Staff compared existing rates with 3 other providers and discovered that lower rates and greater Internet connection capacity is available. Staff estimates that the City will save \$48,603 over the life of the 3 year contract with TW Telecom as compared to the existing Verizon rates.

ATTACHMENTS/EXHIBITS

- Attachment A – Summary of Telecommunication Quotes
- Attachment B – TW Telecom Contract No. 135627 Customer Information and Contract Specification & Standard Terms and Conditions (for Voice)
- TW Telecom Contract No. 135628 Customer Information and Contract Specification & Standard Terms and Conditions (for Internet Access)

Prepared By:
Steve Hargis
Technology Services Division Manager

Department Head Approval by:
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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Attachment A - Summary of Telecommunication Quotes

Internet, Local & Long Distance Phone Service - 3 or 5 Year Term

	TW Telecom - 3 year			Level 3		TW Telecom - 3 year		Time Warner Cable - 5 year		Verizon		Level 3		TW Telecom - 3 year	
cooperative purchase agreement #										MiCTA					
quote #	21-Sep-11			1551086 9/22/2011		9-Aug-11		15-Aug-11		see contract of 12/3/2008		1551086 9/8/2011		21-Sep-11	
	qty	each	extended	each	extended	each	extended	each	extended	each	extended	each	extended	each	extended
3 MBs Internet Service	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,108.00	1,108.00	0.00	0.00	0.00	0.00
10 MBs Internet Service	1	0.00	0.00	0.00	0.00	1,104.72	1,104.72	1,200.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00
20 MBs Internet Service	1	1,549.31	1,549.31	1,737.98	1,737.98	0.00	0.00	0.00	0.00	0.00	0.00	988.75	988.75	1,549.31	1,549.31
1,000 DIDs; 2 PRIs; Local Service	1	910.82	910.82	744.54	744.54	1,287.73	1,287.73	1,720.00	1,720.00	2,728.35	2,728.35	787.29	787.29	1,287.73	1,287.73
1 PRI; 25,000 mins.; Long Distance	1	783.10	783.10	622.75	622.75	783.10	783.10	1,340.85	1,340.85	1,055.66	1,055.66	0.00	0.00	783.10	783.10
Converged Voice/Data 20MBs; 25,000 mins LD	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,053.51	1,053.51	0.00	0.00
Taxes & Surcharges	1	0.00	298.69	590.00	590.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00
5,000 minutes prepaid (b/c of only 2 PRIs)	1	105.00	105.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL (monthly)			\$ 3,541.92		\$ 3,695.27		\$ 3,175.55		\$ 4,260.85		\$ 4,892.01		\$ 3,329.55		\$ 3,620.14

TW & Time Warner proposals LD costs were normalized to 25,000 minutes for comparison to other proposals.

↑
existing prices

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Customer Information and Contract Specifications

Customer Name: City of Moreno Valley

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of Moreno Valley ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
14177 Frederick ST, Moreno Valley, CA 92553-9014	Voice T1 Measured ISDN	New	36	2	\$208.80	\$0.00	\$417.60	\$0.00
	- Includes 10000 LD Minutes - Flexcall (total). Domestic LD							
	- Interstate 8xx				\$0.020			
	- Interstate 1+				\$0.020			
	- Intrastate 8xx				\$0.040			
	- Intrastate 1+				\$0.030			
	Local Loop			2	\$171.61	\$0.00	\$343.22	\$0.00
	Individual Telephone Numbers			1000	N/A	N/A	\$150.00	\$356.00
	- First 100 ITNs: Priced as 100 @ \$0.15 mrc / \$0.35 nrc - ITNs over 100: Priced as 900 @ \$0.15 mrc / \$0.35 nrc							
	Toll Free Number			1	\$0.00	\$15.00	\$0.00	\$15.00
LD BoB Flexcall - 5000 Minutes			1	\$105.00	\$0.00	\$105.00	\$0.00	
	Subtotal						\$1,015.82	\$371.00
	Totals						\$1,015.82	\$371.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

Voice Services

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak voice when not part of a VersiPak Bundle (ISDN PRIs, Digital and Analog Trunks, and Business Line) as well as for Complete Lines and Business Line/Analog Trunk Services. FSLC rates are posted to the TWTC web site at www.twtelecom.com which may be modified from time to time.

Customer may not use the Services to provide voice content related services including, without limitation, chat lines. If Customer breaches this provision, TWTC may immediately terminate or suspend the Services and collect applicable early termination charges. Customer shall notify TWTC immediately if it breaches this provision. Customer shall indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from Customer's breach of this provision, including any costs and attorneys' fees incurred by TWTC.

Customer shall not use the voice Services as a substitute for carrier interconnection or switched access services and must immediately notify TWTC if it does so. If Customer uses the voice Services to support prepaid calling card calls, such use is subject to the requirements outlined in FCC Order 06-79 (June 30, 2006). Customer shall remit all intrastate or interstate access charges directly to the appropriate carrier. TWTC may disconnect Services if Customer violates this provision and fails to cure the violation within ten days following written notice from TWTC. Customer must indemnify, defend and hold TWTC harmless from all claims, demands, damages and expenses arising from or related to Customer's breach of this provision, including all costs and attorneys' fees incurred by TWTC. TWTC does not support resale of switched services to end users including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings unless special arrangements are agreed to in writing by TWTC.

Voice Services provided herein are not designed for but may be compatible with remote metering, supervisory control and alarm signaling. To the extent Customer uses the voice Services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility.

Voice Services - Access to Emergency Services

Voice Services are configured to transmit only the Customer's Billing Telephone Number ("BTN") and the physical service address for the BTN to emergency response organizations (911/E911 or Public Safety Answering Point "PSAP"). Calls to 911 that originate on Intercity Switched Service ("ISS") and Local Reach Service will be completely blocked. Calls to 911 that originate on Expanded Exchange Service ("EES"), or from locations other than the Customer's physical service address associated with the BTN, will not be directed to a PSAP capable of responding to the emergency condition. TWTC cannot identify, control or track the location of individual end-user stations, or Customer's method of connecting end-user stations. TWTC is not responsible for providing end user location information to the E911 system. If Customer uses any form of private switch/automatic location identification ("PS/ALI") capability to identify individual stations from which E911 calls originate, Customer must first arrange in writing with TWTC to obtain a special E911 feature or emergency authorities will be unable to identify individual station locations. TWTC has no liability or responsibility whatsoever for inaccuracies in the 911 database associated with Customer-provided information, and TWTC is not responsible for Customer's inability to access emergency services, except to the extent caused by TWTC's gross negligence or willful misconduct.

ITN's Special Provisions

Each ITN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Toll Free Numbers (8xx) Special Provisions

Each Toll Free Number requested by Customer, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Long Distance

By subscribing to Long Distance Services(s) including use of minutes incorporated into bundled or integrated packages, Customer acknowledges that it has selected TWTC as its IntraLATA and InterLATA Long Distance Toll Provider.

Minimum initial per call charge is \$.01 (one cent), which will be applied to all long distance calls.

If 40% or more of Customer's long distance traffic results in TWTC incurring inter-carrier compensation costs that are at least 20% higher than Customer's contracted long distance rate, the Parties agrees to enter into good faith negotiations to increase the rate for long distance Services. If the Parties are not able to reach agreement regarding a new long distance rate, TWTC may discontinue providing the long distance Services following ten days written notice without further obligation.

For information regarding international toll blocking and international/offshore pricing for TWTC long distance Services (including Alaska, Hawaii, Puerto Rico, US Virgin Islands and Guam), please refer to TWTC Interstate and International Terms and Conditions/Price List documents available at www.twtelecom.com.

Bolt on Buckets of Minutes (BOB's)

To remain eligible for this product, at least 40% of Customer's monthly long distance traffic must be interstate. If for three consecutive months, Customer's interstate traffic falls below the 40% threshold (i.e. Intralata / Intrastate traffic makes up more than 60% of its overall monthly long distance traffic, TWTC has the right to begin charging its tariff rates based on actual jurisdiction of the traffic.

Signature Block

tw telecom holdings inc.	Customer: City of Moreno Valley
Signature:	Signature:
Name: Dan Cross	Name: Henry T Garcia
Title: Vice President & General Manager	Title: City Manager
Date:	Date:
Sales Person: Valerie Hoxie	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Letter of Authorization – Local Number Portability

Thank you for choosing **tw telecom holdings inc.** (“**tw telecom**”) as your service provider. Local Number Portability allows you to keep your current telephone numbers while changing service providers. Upon receipt of this Letter of Authorization, **tw telecom** can commence the transfer process with your existing carrier.

Customer Name: City of Moreno Valley [Must precisely match the name on your local telephone bill]

Service Address	Billing Telephone Number(s) (“BTN’s”)
<p>14177 Frederick St PO Box 88005 Moreno Valley, CA 92552-0805</p>	<p>951.413.3000</p>

By signing below, I authorize **tw telecom’s** authorized subsidiary to act on Customer’s behalf to port to **tw telecom** the telephone numbers associated with the BTN’s listed above as well as any BTN’s and associated telephone numbers that are specified in the Porting Worksheet. I understand that only one telecommunications carrier may be designated as Customer’s interstate or interLATA preferred interexchange carrier for any one telephone number. I understand that I may consult with **tw telecom** as to any fees that apply to this transfer.

Signature Block

<p>Customer: City of Moreno Valley</p>
<p>Signature:</p>
<p>Name: Henry T Garcia</p>
<p>Title: City Manager</p>
<p>Date:</p>

Customer and the individual signing above represent that such individual has the authority to make these changes for the BTN’s and associated telephone numbers on behalf of Customer.

Standard Terms and Conditions

These Standard Terms and Conditions (“Agreement”) are entered into by **tw telecom holdings inc.**, a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively “TWTC”) and City of Moreno Valley, a California Governmental Entity (“Customer”) and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a “Party” or collectively as the “Parties”. TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement (“Service Orders”). The Service Orders describe the telecommunication and related services that are available for purchase (“Services”). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods (“Service Term”). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive Month to Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

2. Term of Standard Terms and Conditions: The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

3. Cancellation, Modification or Expedition of Orders: “Cancellation”, “Modification” and “Expedite Charges” referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) Cancellation. Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) Modification. Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge (“MRC”) applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) Expedite. Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) Third Party Charges. In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer’s request to cancel, modify, or expedite the Service Order.

4. TWTC Network, Access and Interconnection:

(a) Responsibilities. TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer (“TWTC Network”). The TWTC Network will remain TWTC’s personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer’s (or its end users’) breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point and Inside Wiring. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, co-ordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). Customer agrees to pay Time and Materials rates posted at www.twtelecom.com for any Inside Wiring performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide such Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

“Tax” or “Taxes” mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill (“Due Date”). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: <http://customers.twtelecom.com/disputes/>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement (“SLA”). The SLAs provided by TWTC are set forth at http://www.twtelecom.com/cust_center/support.html. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.

(b) Service Outage Definition. A “Service Outage” is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC’s Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC’s Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC’s Customer Network Reliability Center (“CNRC”) at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC’s CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer’s sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC’s Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC’s Network; or (ii) on Customer’s side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC’s then prevailing Time and Materials rates posted at www.twtelecom.com.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party (“Indemnitor”) shall indemnify, defend and hold harmless the other Party (“Indemnitee”) from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer’s violation of third party intellectual property rights, all claims of any kind by Customer’s end users, or any act or omission of Customer associated with any Service.

11. Limitation of Liability: Except for the Parties’ respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party’s purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys’ fees and expenses). TWTC’s liability to

Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of California excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, **except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"**. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing

information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

Signature Block

tw telecom holdings inc.	Customer: City of Moreno Valley
Signature:	Signature:
Name: Dan Cross	Name: Henry T Garcia
Title: Vice President & General Manager	Title: City Manager
Date:	Date:
Sales Person: Valerie Hoxie	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Customer Information and Contract Specifications

Customer Name: City of Moreno Valley

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of Moreno Valley ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
14177 Frederick ST, Moreno Valley, CA 92553-9014	Internet Access - 20 Mbps	New	36	1	\$507.20	\$0.00	\$507.20	\$0.00
	- Service Level = 24x7x4 - Primary DNS (up to 10) - Secondary DNS (up to 50)							
	Internet Transport - Ethernet 100Mbps			1	\$1,042.11	\$0.00	\$1,042.11	\$0.00
	Subtotal						\$1,549.31	\$0.00
	Totals						\$1,549.31	\$0.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

Internet

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policy at http://www.twtelecom.com/cust_center/ip_addressing_policy.html and Acceptable Use Policy ("AUP") at http://www.twtelecom.com/cust_center/acceptable_use_policy.html, which may be modified from time to time.

Equipment Recovery

Upon termination of a Service for any reason, TWTC or its representative will contact Customer to schedule a mutually acceptable time and date for TWTC's retrieval of TWTC Equipment located on Customer's premises. Alternatively, TWTC may request that Customer package TWTC's Equipment and return it, at TWTC's cost, to a location identified by TWTC. If Customer does not provide TWTC with access to its premises to allow TWTC to recover the TWTC Equipment within thirty (30) days following TWTC's contact, or if Customer does not ship the TWTC Equipment back to TWTC within the thirty (30) days, then TWTC may charge Customer for the replacement cost of the TWTC Equipment.

Signature Block

tw telecom holdings inc.	Customer: City of Moreno Valley
Signature:	Signature:
Name: Dan Cross	Name: Henry T Garcia
Title: Vice President & General Manager	Title: City Manager
Date:	Date:
Sales Person: Valerie Hoxie	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Standard Terms and Conditions

These Standard Terms and Conditions (“Agreement”) are entered into by **tw telecom holdings inc.**, a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively “TWTC”) and City of Moreno Valley, a California Governmental Entity (“Customer”) and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a “Party” or collectively as the “Parties”. TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement (“Service Orders”). The Service Orders describe the telecommunication and related services that are available for purchase (“Services”). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods (“Service Term”). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive Month to Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

2. Term of Standard Terms and Conditions: The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

3. Cancellation, Modification or Expedition of Orders: “Cancellation”, “Modification” and “Expedite Charges” referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) Cancellation. Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) Modification. Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge (“MRC”) applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) Expedite. Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) Third Party Charges. In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer’s request to cancel, modify, or expedite the Service Order.

4. TWTC Network, Access and Interconnection:

(a) Responsibilities. TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer (“TWTC Network”). The TWTC Network will remain TWTC’s personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer’s (or its end users’) breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point and Inside Wiring. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, co-ordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). Customer agrees to pay Time and Materials rates posted at www.twtelecom.com for any Inside Wiring performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide such Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

“Tax” or “Taxes” mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill (“Due Date”). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: <http://customers.twtelecom.com/disputes/>, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement (“SLA”). The SLAs provided by TWTC are set forth at http://www.twtelecom.com/cust_center/support.html. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.

(b) Service Outage Definition. A “Service Outage” is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC’s Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC’s Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC’s Customer Network Reliability Center (“CNRC”) at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC’s CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer’s sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC’s Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC’s Network; or (ii) on Customer’s side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC’s then prevailing Time and Materials rates posted at www.twtelecom.com.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party (“Indemnitor”) shall indemnify, defend and hold harmless the other Party (“Indemnitee”) from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer’s violation of third party intellectual property rights, all claims of any kind by Customer’s end users, or any act or omission of Customer associated with any Service.

11. Limitation of Liability: Except for the Parties’ respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party’s purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys’ fees and expenses). TWTC’s liability to

Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.

13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of California excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, **except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"**. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

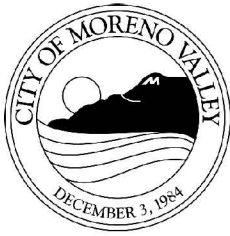
27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing

information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

Signature Block

tw telecom holdings inc.	Customer: City of Moreno Valley
Signature:	Signature:
Name: Dan Cross	Name: Henry T Garcia
Title: Vice President & General Manager	Title: City Manager
Date:	Date:
Sales Person: Valerie Hoxie	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: October 25, 2011

TITLE: APPROVE THE REVISION OF THE AUTHORIZED SIGNATURE LIST FOR THE CITY'S LOCAL AGENCY INVESTMENT FUND (LAIF) INVESTMENT ACCOUNT

RECOMMENDED ACTION

Staff recommends that the Council adopt Resolution 2011-104 revising the authorized signature list for the investment of monies in the Local Agency Investment Fund (LAIF).

BACKGROUND

In April 1985 the City Council adopted resolution 85-29 that authorized the investment of City monies in the Local Agency Investment Fund (LAIF). LAIF is administered by the California State Treasurer's Office as a part of the Pooled Money Investment Account (PMIA). This fund has become a vital component of the City's investment and cash management program because of the same-day liquidity features, the higher yield than is available from other highly liquid investment types and the low management fees. The City currently holds approximately \$22 million in the fund.

DISCUSSION

Recently the State Treasurer's Office has modified their administrative policies and procedures. First, they have implemented a policy of dual authorization. Under this policy the signatures of two individuals identified by resolution are required to authorize activities within the account. Second, they have implemented a policy to allow for the succession of authority. In this policy they no longer focus on the actual person being authorized but the title of the position that is provided that authority. Because of these policy changes, the City must provide a new resolution which meets the requirements of the LAIF program. The resolutions authorizing the City of Moreno Valley Redevelopment Agency and the City of Moreno Valley Community Services District to participate in the LAIF program were written in a manner that meets these requirements

and as such do not need to be updated. Staff is suggesting that the positions of City Manager, Assistant City Manager, City Treasurer and Treasury Operations Division Manager be identified as the positions that can authorize transactions and activities with LAIF.

ALTERNATIVES

1. Adopt Resolution No. 2011-104 approving the revisions to the authorized signature list for the investment of monies in the Local Agency Investment Fund (LAIF). This will provide for the continued efficient use of the LAIF program for the City’s short term investment of funds.
2. Do not adopt Resolution No. 2011-104 approving the revisions to the authorized signature list for the investment of monies in the Local Agency Investment Fund (LAIF). Not passing the resolution to conform to the LAIF requirements would hinder the ability of staff to initiate transactions with LAIF as transitions in staff assignments occur.

FISCAL IMPACT

None

SUMMARY

The City is a participant in the Local Agency Investment Fund that is managed by the State Treasurer’s Office. The State Treasurer’s Office has modified their policies related to how current staff currently authorized to initiate transactions and their successors are to be identified. The procedure has changed from the naming of specific people to the use of job titles. This will allow for the appropriate successors to be added to the authorized signature list as transitions occur. Adoption of this resolution will allow the City to conform to these new requirements.

ATTACHMENTS/EXHIBITS

Resolution No. 2011-104 Approving the Revision of the Authorized Signature List for the City’s Local Agency Investment Fund Investment Account.

Prepared by:
 Brooke N. 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:

RESOLUTION NO. 2011-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE REVISION OF THE AUTHORIZED SIGNATURE LIST FOR THE CITY'S LOCAL AGENCY INVESTMENT FUND INVESTMENT ACCOUNT.

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein as in the best interest of the City of Moreno Valley; and

WHEREAS, the City Council has authorized the deposit and withdrawal of City of Moreno Valley monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: That the following City of Moreno Valley officers or their successor in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Henry Garcia	City Manager
Michelle Dawson	Assistant City Manager
Richard Teichert	City Treasurer
Brooke McKinney	Treasury Operations Division Manager

APPROVED AND ADOPTED this 25th day of October, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

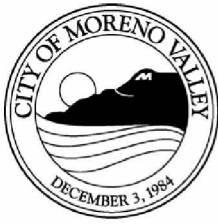
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: October 25, 2011

TITLE: Resolution for the Abatement of Public Nuisances

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-105 of the City of Moreno Valley, California, confirming assessments on certain real properties as outlined in the Property Assessment List in this staff report for the abatement of nuisances.

BACKGROUND

Pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, in order to protect and preserve the health, safety, and general welfare of the public, the City Manager or his designee directs the abatement of various public nuisances and the recovery of costs associated with said abatements. Cost recovery may be achieved by recording a Notice of Special Assessment with the County Recorder's Office.

DISCUSSION

The Property Assessment List for general nuisance abatements is hereby submitted for review and consideration by the City Council. Code and Neighborhood Services staff initiated and completed abatement action of general public nuisances in various locations within the City. The City Attorney's Office also performed one (1) abatement of public nuisance conditions under judicial proceedings that are included in Exhibit 1 to Attachment C.

The County of Riverside equalized tax assessment roll was utilized to determine property ownership. A summary of each abatement is included in the statement of costs, along with the owner's name(s), property description, and the cost for the abatement action. Statement of costs were mailed to the legal owner of record for each property requiring abatement action and a copy of the letter will remain on file in the Community Development Department.

The Property Assessment List is a current listing of unpaid abatement costs incurred during 2010 and 2011. Costs approved by the City Council Resolution will result in a special assessment and will become a levy on the FY 2012/2013 tax bill if not paid directly to the City by July 1, 2012. The Notices of Special Assessment will be recorded at the Riverside County Recorder's Office following approval by the City Council.

ALTERNATIVES

1. Pursuant to Chapter 6.04.100, Council may revise, correct or modify the statement of costs as deemed appropriate.
2. Council may approve Staff's report, and adopt the Resolution for the Abatement of Public Nuisances.

FISCAL IMPACT

1. Adoption of the resolution would facilitate cost recovery for those costs incurred by the City for public nuisance work performed as outlined in the attached Property Assessment List
2. Not adopting the resolution would result in costs for contract abatement work being absorbed by the City for all costs that remain unpaid by the property owners.

As detailed in Exhibit 1, the costs incurred by the City for contractual abatements are outlined below. An additional \$13.00 Special Districts Administration (S.D.A.) fixed charge will be added for each parcel at the time the assessment is placed on the County of Riverside Tax Roll for FY 12/13.

Code & Neighborhood Services Division

Contractual, Inspection, and Administrative	\$30,520.60
S.D.A. Fixed Charge Fee: (39@ \$13.00 each)	\$507.00
Total:	\$31,027.60

City Attorney's Office

Contractual, Inspection, and Administrative	\$70,445.26
SDA Fixed Charge Fee: (5 @ \$13.00 each)	\$65.00
Total:	\$70,510.26

Grand Total	\$101,537.86
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The Property Assessment List, as approved by City Council, is subject to amendment as necessary to reflect any payments subsequently received from property owners. Costs not paid in full by July 1, 2012, will be processed as special assessments and cost recovery will occur through the payment of taxes. The Statement of Costs and Notices of Code Violation Non Compliance for each property shall remain on file in the Community Development Department. If payment, or partial payment, is received from property owners, that portion of the Exhibit(s) will be revised as appropriate.

CITY COUNCIL GOALS

- Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.
- Positive Environment. Create a positive environment for the development of Moreno Valley's future.
- Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs that will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

SUMMARY

The Code and Neighborhood Services Division and The City Attorney's Office performed public nuisance abatements during 2010 and 2011. These abatements were to remove hazardous and other nuisance conditions from properties. After having been served with a "Notice to Abate" and given a reasonable time for compliance, the property owners failed to voluntarily abate the conditions.

Pursuant to Section 6.04.140, Emergency Abatement – emergency conditions may have been abated without adhering to the provisions referenced in the abatement notification procedures. Such emergencies may include the pumping and securing of accessible pools with stagnant water, securing open and accessible buildings, abating extreme fire hazard conditions, and other similar nuisance conditions that constitute an immediate danger to life or property.

Property owners were served with a Statement of Costs and billed, requesting payment for all costs associated with the City-performed abatement action, by regular mail. Staff is requesting that the City Council authorize the placement of unpaid abatement costs as a special assessment (tax lien) against the properties.

NOTIFICATION

Moreno Valley Municipal Code Section 6.04.060 – Notification of Nuisance provides that written notice of nuisance conditions **may** be given to property owners in the following manner:

By regular mail addressed to the owner or person in charge and control of the property; at the address shown on the last available equalized assessment roll of the County of Riverside; or as otherwise known, by posting a “Notice to Abate” on the property where the nuisance condition(s) exists thereby allowing ten days to comply.

Notification of public nuisance conditions was specifically met by:

1. Posting the property with a “Notice to Abate”.
2. Mailing a “Notice to Abate” by certified and/or regular mail to the property owner.
3. Telephone contact with the property owner and/or mortgage company (in the case of vacant properties), when possible.

ATTACHMENTS/EXHIBITS

- Attachment A: Moreno Valley Municipal Code Chapter 6.04, Abatement of Public Nuisances
 Attachment B: Sample Notices: Notice to Abate Nuisance
 Attachment C: Resolution No. 2011–105
 Exhibit 1: Property Assessment List

Prepared By:
 Anna Chacon
 Senior Administrative Assistant

Concurred By: Al Brady
 Code & Neighborhood Services Division Official

Approved By:
 Barry Foster
 Community & Economic
 Development Director

Concurred By: Paul Early
 Deputy City Attorney

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

Chapter 6.04

ABATEMENT OF PUBLIC NUISANCES*

Sections:

6.04.010	Purpose.
6.04.020	Definitions.
6.04.030	General provisions.
6.04.040	Declaration of nuisances.
6.04.050	Abatement.
6.04.060	Authorization for city manager.
6.04.070	Authority to inspect.
6.04.080	Notification of nuisance.
6.04.090	Appeals.
6.04.100	Abatement by city.
6.04.110	Emergency abatement.
6.04.120	Abatement costs.
6.04.130	Alternatives.

* Prior ordinance history: Ords. 363, 471, 509, 528, 533 and 694.

6.04.010 Purpose.

This chapter is adopted to declare what constitutes a public nuisance and to establish procedures to abate nuisances and to recover costs of such abatement. It is declared to be in the public interest to promote the health, safety and welfare of the residents of the city by providing a summary procedure for the abatement of nuisances, which abatement procedures shall be in addition to all other proceedings by this code or otherwise by law. (Ord. 772 § 2, 2008)

6.04.020 Definitions.

Unless specifically defined in this section, words and phrases used in this chapter shall be interpreted to give them the meaning in

common usage and to give this chapter its most reasonable application.

“Abandoned” (vehicle) means any vehicle which has been left on private property or public property in such inoperable or neglected condition that the owner’s intention to relinquish all further rights or interests in may be reasonably concluded.

“Abandoned” (building, structure or property) means any property that is vacant and under a current notice of default, notice of trustee’s sale or that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure, or that is transferred under a deed in lieu of foreclosure or sale.

“Abatement” means the demolition, removal, repair, maintenance, construction, reconstruction, replacement or reconditioning of structures, appliances or equipment; or the removal, transportation, disposal and treatment of waste and abandoned materials and equipment capable of harboring, breeding, or attracting rodents or insects or producing odors or blight.

“Attractive nuisance” means any condition, instrumentality or machine which is unsafe and unprotected and thereby dangerous to young children by reason of their inability to appreciate the peril which exists, and which may reasonably be expected to attract young children to the premises and risk injury by playing with, in, or on it. Attractive nuisances may include, but shall not be limited to: (1) abandoned and/or broken equipment; (2) hazardous pools, ponds, culverts, excavations; and (3) neglected machinery.

“Building” means any structure, including, but not limited to, any house, garage, duplex, apartment, condominium, stock cooperative, mobilehome, or other residential, commercial

or industrial structure or any portion thereof, which is designed, built, rented or leased to be occupied or otherwise is intended for supporting or sheltering any use or occupancy, and any commercial, industrial or other establishment, warehouse, kiosk or other structures affixed to or upon real property, used for the purpose of conducting a business, storage or other activity.

“Construction material” means any discarded material from the building or destruction of structures, roads and bridges, including concrete, rocks, asphalt, plasterboard, wood and other related material.

“Enforcement officer” means the individual designated by the city manager to cause inspections and to take such actions as may be required by the provisions of this chapter for the purpose of enforcing the city’s municipal code.

“Garbage” means any putrescible animal, fish, fowl, food, fruit or vegetable matter resulting from the cultivation, preparation, storage, handling, decay or consumption of the substance.

“Hazardous substance” means any chemical compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the State of California as a “hazardous waste,” as defined in 40 C.F.R. Section 261.33, except that for the purposes of this chapter, hazardous waste also shall include “household waste,” as defined in 40 C.F.R. 261.4(B)(1).

“Hearing officer” means the individual appointed by the city manager to hear the appeal on a determination of the existence of a nuisance.

“Improved surface” means a ground surface covered or paved with concrete, asphalt,

brick and mortar, stone and mortar, concrete pavers and mortar and/or such other material as has been approved for parking of vehicles by the community development director in such a manner as is designed to properly support the gross weight of the class of vehicle parked, support all wheels of the vehicle and permanently prohibit both weed growth around and under the vehicle and leakage of oil, fuel and other fluids into the ground.

“Infestation” means the presence, within or contiguous to, a structure or premises of termites, insects, vermin rodents or other pests. If the actual presence of pests cannot be confirmed, the presence of fresh droppings, larvae, eggs, recent rodent holes or other such evidence may be used to identify a current infestation.

“Inoperable vehicle” means any vehicle which cannot be legally operated on a public street because the vehicle lacks an engine, transmission wheels, tires, doors, windshield or any other part or equipment necessary to operate the vehicle safely, or is not currently registered with the California Department of Motor Vehicles.

“Junk” means any cast-off, damaged, discarded, obsolete, salvaged, scrapped, unusable, worn-out or wrecked object, thing or material including, but not limited to, those composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, plaster, rubber, terra cotta, wool, cotton, cloth, canvas, wood, metal, sand, organic matter or other substance, crates, cartons, containers, boxes, machinery or parts thereof, scrap metal, furniture or parts thereof, trimmings from plants or trees, cans, bottles and barrels.

“Odor” means any smell, scent or fragrance.

6.04.030 Declaration of nuisance.

It is unlawful and is declared a nuisance for any person owning, leasing, renting, occupying, charged with the management of or having charge or possession of any property in the city to maintain or fail to maintain the property in such a manner that any of the following conditions are present:

A. To maintain property containing unsafe buildings, structures or building service equipment as defined in Section 203 of the Uniform Administrative Code as adopted and in force within the city;

B. To maintain any building or structure in a condition such that it would constitute a "dangerous building" as defined in Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, or as prepared by the International Conference of Building Officials and adopted in force within the city;

C. To maintain any building, facility, equipment, device or structure in a manner that would constitute a substandard building or condition defined in Chapter 10 of the Uniform Housing Code;

D. To abandon or permanently vacate, or cause to be abandoned or permanently vacated, any building or structure, so that it becomes accessible to unauthorized persons including, but not limited to, juveniles and vagrants, for unlawful or hazardous use;

E. To maintain property containing attractive nuisances in the form of:

1. Abandoned, damaged or broken equipment, machinery or household items, or
2. Unfenced or otherwise unprotected wells, swimming pools, spas, ponds or excavations;

F. To maintain property, including any sidewalks and parkways adjacent thereto,

containing weeds, dry grasses, dead trees, dead shrubs or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable probability constitute a fire hazard or be blown onto adjoining property by prevailing winds;

G. To maintain property containing refuse, rubbish, broken or discarded furniture or household equipment visible from the public right-of-way or adjoining properties. This includes, but is not limited to, the keeping of or disposing of or the scattering over the property or premises of any of the following:

1. Junk, trash or debris,
2. Abandoned or discarded objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans, boxes or other containers;

H. To maintain property containing stagnant water, refuse, rubbish, garbage, offal, animal excrement or other waste materials which emit odors that are unreasonably offensive to the physical senses of a normal person(s), or which may cause or attract the migration of insects;

I. To maintain premises with garbage or trash containers stored in front yards and visible from the public right-of-way, except when in places of collection and at times permitted by Chapter 6.02 of this code. Where the property is a corner lot, this subsection shall apply to storage of garbage and trash containers within those side-yard setbacks which are adjacent to the street;

“Owner” means any person, agent, firm or corporation having legal or equitable interest in the property.

“Person” means an individual, partnership, corporation, association or organization, or agent of any of the foregoing.

“Premises” means any lot or parcel of land upon which a building is situated, including any portion thereof improved or unimproved, and adjacent streets, sidewalks, parkways and parking areas.

“Property” means any lot or parcel of land, including any alley, sidewalk, parkway or unimproved public easement.

“Refuse” means any putrescible and non-putrescible solid waste, except sewerage, whether combustible or noncombustible and includes garbage and rubbish.

“Responsible person” means the owner of record of real property, any occupant, agent, custodian, lessee, manager, user or interested holder in property or premises, including, but not limited to, a trustee or beneficiary who holds a deed of trust to abandoned property; or any other person determined to have caused, committed, or permitted a violation of this code, or any other law, statute, regulation or rule regulating public nuisances.

“Right-of-way” means any area or parcel of property granted, deeded, dedicated to, or otherwise acquired by the city or the public at large for any public purpose including, but not limited to, roadways, alleys, streets, parkways, pedestrian ways, and sidewalks.

“Vacant” or “vacated” means real property not lawfully occupied by or with the consent of the owner or leaseholder of the property.

“Vehicle” means any device by which any person or property may be propelled, moved, or drawn upon a highway or upon water or

through the air, excepting a device moved exclusively by human power.

“Weeds” means useless and troublesome plants generally accepted as having no value and frequently of uncontrolled growth. (Ord. 772 § 2, 2008)

6.04.030 General provisions.

A. The provisions of this chapter are applicable to all property located within the city wherein any of the conditions, uses or activities hereafter specified are found to exist.

B. This chapter shall not apply to any condition expressly allowed or authorized by federal or state law or any other provision of this code.

C. The list of conditions, uses and activities declared to be public nuisances is not intended to be exclusive and additional conditions, uses or activities may be declared by the city council by amendment of this chapter or any other means authorized by law.

D. Violations of this chapter shall be treated as strict liability offenses regardless of intent. (Ord. 772 § 2, 2008)

6.04.040 Declaration of nuisances.

It is unlawful and is declared a nuisance for any responsible person in the city to maintain or allow another to maintain, or fail to maintain any of the following conditions:

A. Buildings, structures, facilities, equipment, devices or improvements:

1. Maintained in violation of any provision of any comprehensive or uniform building, plumbing, electrical, housing, mechanical or fire code as adopted by the city or enacted by the state of California and codified in the California State Codes or within the California Code of Regulations;

2. Maintained in violation of any provision of Title 9 of this code, including, but not limited to, prohibited uses, setback violations, development standards and sign regulations;

3. Which have been abandoned, vacated, boarded up, partially destroyed, or left in a state of partial construction or repair for a period exceeding ninety (90) days, or and have become accessible to unauthorized persons including, but not limited to, juveniles, vagrants or persons engaged in illegal, hazardous, drug or gang activity;

4. Which have become defective, unsightly, or in such a condition of deterioration or disrepair as the same may cause depreciation of the property values to surrounding properties;

5. Upon which the condition of the exterior coating has become so deteriorated as to permit decay, excessive checking, cracking, dry rot, termite infestation, broken windows or warping;

6. With graffiti or other words, lettering or drawings not otherwise permitted by the provisions of this code, state or federal law on visible or exterior surfaces;

7. Without a connection to a sewer disposal system or sanitary sewer if occupied or with any leaking seeping sewage;

8. Without a connection to a permanent electrical service if occupied and such service is available within three hundred (300) feet of the occupied building or structure.

9. Without hot water, running water, adequate heating, and electricity if occupied;

10. Constructed in violation of any state or local law or regulation relating to the condition, use or maintenance of buildings.

B. Outdoor storage or maintenance of the following:

1. Abandoned, damaged or broken equipment, machinery, household items or appliances;

2. Refuse, rubbish, scrap metal, appliances, shopping carts, wood, plant cuttings, broken or discarded furniture or household equipment, junk, trash or debris, parts, cans, boxes or containers;

3. Garbage or trash containers stored in a manner so as to be visible from public rights-of-way, except when in places of collections and at times for collection as permitted in this code;

4. Any hazardous substance or waste product, including, but not limited to biological material, oil, gasoline, automotive fluids, and household chemicals not lawfully stored or which has been discharged, released, placed or deposited upon any premises or onto any public property;

5. Construction materials, equipment or machinery in any front yard, front setback or driveway in a residential zone;

6. Any materials that are stored or stacked in a manner in which the materials could be discharged into a storm drain system.

C. Landscaping, vegetation, or improved or unimproved property in any of the following conditions:

1. Property, including any sidewalks and parkways adjacent thereto, containing weeds, dry grasses, dead trees, dead shrubs, or any other material which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth or location, constitute a fire hazard or a threat to public health, or containing weeds, vegetation, grasses, trees or shrubs, including, but not limited to sagebrush, chaparral, and Russian Thistle (tumbleweed) which, when dry, will in reasonable

the placement of clothes line(s) shall be prohibited within any front yard areas.) (Ord. 533 § 1, 1998; Ord. 509 § 3.5.2, 1997; Ord. 363 § 1.3 (part), 1992)

6.04.040 Abatement.

All or any part of any real property, or buildings or structure located thereon, found to constitute a public nuisance as provided in this chapter, shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter. (Ord. 363 § 1.3 (part), 1992)

6.04.050 Authorization for city manager.

The city manager is authorized to adminis-

probability constitute a fire hazard or be blown onto adjoining property by prevailing winds;

2. Containing stagnant or standing water, refuse, rubbish, offal, excrement or other waste materials which emit an odor.

3. Unimproved surfaces of front and visible side yards not completely landscaped and covered with any combination of ground cover consisting of live plant materials, decorative rock, redwood bark, and/or mulch as long as such covering is consistent with any existing land use approvals, permits, entitlements, contracts or environmental document relating to the property;

4. Trees and shrubs containing dead or fallen limbs or branches that may present a safety hazard;

5. Trees or shrubs which are overgrown or contain limbs or branches that restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

6. Overgrown vegetation likely to harbor vermin, insects or rodents of any kind;

7. Not conforming to any requirement set forth in any zoning or land use approval, permit, entitlement, contract or environmental document relating to the property.

D. Vehicles stored, parked, used or maintained in any of the following manners:

1. To allow or perform the maintenance, repair, restoration, painting, body work or dismantling of any vehicle, equipment or parts thereof on the exterior portion of any residential property. This prohibition shall not apply to work specifically authorized by state or local law or regulation, and shall not apply to minor repair or maintenance of vehicles which are registered to the person residing on

the property and such repairs or maintenance are not conducted outside for longer than seventy-two (72) consecutive hours;

2. Parked or stored on unimproved surfaces;

3. Encroaching onto or over any pedestrian pathway or sidewalk or which restrict, impede or obstruct the use of or obscure the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways;

4. With accumulations of debris, leaves, weeds or other materials in the areas around and under the vehicle;

5. As residential living space or occupancy, including, but not limited to, sleeping, cooking, dining, or bathing.

6. Inoperable, abandoned, wrecked, or dismantled vehicles or parts thereof not stored entirely within an enclosed building;

E. Property containing any of the following:

1. Wells, swimming pools, spas, ponds or excavations containing water or any other liquid in excess of twenty four (24) inches in depth at any point and exceeding five thousand (5,000) gallons in capacity which are unfenced or otherwise unprotected with a barrier at least five (5) feet in height;

2. Any device, equipment, instrument, vehicle, machinery or animal which creates a loud or unusual noise in violation of Chapter 11.80 of this code;

3. Any hazard to the public obstructing the use of or obscuring the visibility of pedestrians or drivers using the public right-of-ways, easements, sidewalks or roadways, including, but not limited to, walls, fences, shrubs, trees, vehicles or structures;

4. Walkways, driveways, parking lots and other improved surfaces in a deteriorated or

unsafe condition or with fading required striping or markings;

5. An infestation of termites, insects, vermin, rodents or other pests;

6. The display or placement upon any fence, wall, tree, bush or any other structure, or portion thereof, of any linens, rugs, fabrics, nylon, or any other item of clothing or similar items except upon a recognized clothes line facility not located in the front yard.

7. Any attractive nuisance;

8. Any condition which creates a detriment or hazard to the public health, safety or general welfare as to constitute a public nuisance as defined by California Civil Code Section 3480, California Health & Safety Code Section 11570, California Penal Code Section 11225, or California Government Code Section 39561. (Ord. 772 § 2, 2008)

6.04.050 Abatement.

All or any part of any real property, or building or structure located thereon, found to constitute a public nuisance as provided in this chapter, shall be abated by rehabilitation, repair, removal or demolition pursuant to the procedures set forth in this chapter. (Ord. 772 § 2, 2008)

6.04.060 Authorization for city manager.

The city manager is authorized to administer and enforce the provisions of this chapter. The city manager may appoint and authorize one or more members of the city staff to act as his designee to administer or enforce this chapter. In the context of this chapter, the phrase "city manager" includes each and all persons designated by the city manager to assist in the administration and enforcement

of this chapter, as limited by the terms of the delegation. (Ord. 772 § 2, 2008)

6.04.070 Authority to inspect.

A. Enforcement officers are authorized to enter upon any property or premises within the city to ascertain whether or not a nuisance as defined in this chapter exists, and to make any examination and surveys as may be necessary in the performance of their enforcement duties.

B. Inspections may include the taking of measurements, photographs, samples or other physical evidence.

C. All inspections will be made only after having been given consent to inspect from a responsible person or after having obtained an administrative inspection warrant pursuant to California Code of Civil Procedure Section 1822.50 et seq.

D. Inspections of exterior conditions of property may be made from public property or from the private property of another with consent without obtaining a warrant or the consent of the occupant of the observed property. (Ord. 772 § 2, 2008)

6.04.080 Notification of nuisance.

A. When the city manager or authorized representative thereof determines that any condition on property within the city constitutes a nuisance as declared in Section 6.04.040, such person shall give written notice to abate to responsible person(s), as identified on public records or tax rolls, ordering the abatement of said nuisance.

B. The notice to abate shall contain the following information:

1. The name of the record owner of the property;

2. The date of the inspection;
3. The date of the violation(s);
4. The street address, assessor's parcel number or other definite description of the location where the violation(s) exist;
5. The code sections violated;
6. A description of the condition of the property creating the nuisance;
7. A list of necessary corrections to bring the property into compliance;
8. A reasonable time limit for correction based upon the nature of the nuisance;
9. A reference to the potential consequences for failure to abate the nuisance by the specified time period;
10. An order prohibiting the continuation or repeated occurrence of the nuisance;
11. The name and signature of the enforcement officer; and,
12. Notice of the right to appeal.

C. Notice required by this chapter may be served in any of the following manners:

1. Personal service on the responsible person;
2. Regular mail addressed to the responsible person, at the address shown on the last available assessment roll, or as otherwise known and posting in a conspicuous place on the premises or abutting the right-of-way;
3. Insertion of a legal advertisement at least once a week for a period of two weeks in a newspaper of general circulation in the city. The newspaper advertisement shall be a general notice that property in the city has been posted and contain a general statement of the effect of such postings.

D. Failure of any person to receive a copy of any notice issued pursuant to this chapter shall not affect the validity of any proceedings or actions taken under this chapter.

E. Nothing in this chapter shall be construed or interpreted to require the issuance of a notice to abate as a prerequisite to the issuance of an administrative citation or the filing of any civil action or criminal complaint. (Ord. 772 § 2, 2008)

6.04.090 Appeals.

A. Within ten (10) days from the date of serving the notice to abate, the person to whom notice was given may file an appeal of the nuisance finding to the city manager. Such appeal shall be in writing and shall identify the property subject to the notice to abate.

B. Failure to file a timely appeal shall constitute a waiver of all rights to an administrative appeal hearing and adjudication of the notice to abate or any portion thereof.

C. The city manager shall then appoint a hearing officer to hear the appeal, which hearing officer may not be an employee of the city.

D. Notice of the date and time of the hearing shall be given in writing. The date of the hearing shall be no sooner than five (5) days from the date when the notice of the hearing is given to the appellant and to the enforcement officer.

E. The hearing shall be conducted within twenty (20) days from the filing of the appeal or at such later date as may be agreed to by both appellant and the city.

F. At the time of the hearing, the hearing officer shall hear testimony of all competent persons desiring to testify and review all documents, photographs or other evidence respecting the condition constituting the nuisance.

G. The hearing officer has the authority to determine the relevance of any evidence and

to exclude unduly repetitious and cumulative evidence or testimony and may consider hearsay evidence.

H. If the appellant fails to attend the hearing, the hearing will proceed without the appellant and he or she will be deemed to have waived his or her rights to present evidence or testimony at the hearing.

I. At the conclusion of the hearing, the hearing officer shall determine whether or not a nuisance exists. If a determination is made supporting the finding of a nuisance, the appellant shall be served a written notice of the hearing officer's decision pursuant to 6.04.080(C), directing the abatement of the nuisance within ten (10) days or within such time as the hearing officer has determined is reasonable.

J. The decision of the hearing officer is final. (Ord. 772 § 2, 2008)

6.04.100 Abatement by city.

If the nuisance is not completely abated by the owner, as directed, within the time set forth above, the city manager may cause the same to be abated by city personnel or private contract, and entry upon the premises is expressly authorized for such persons. Consent must be obtained from a responsible person(s) prior to entering private property to perform an abatement, or an administrative inspection or abatement warrant must be obtained as required by law. (Ord. 772 § 2, 2008)

6.04.110 Emergency abatement.

Notwithstanding any other provision of this chapter, whenever the city manager determines that any real property or any building, structure or condition thereon is dangerous or constitutes an immediate threat to pub-

lic health or safety, the city manager may, without being required to observe the provisions of this chapter with reference to abatement procedures and notice, immediately and forthwith abate such public nuisance. Where such condition and the abatement is immediately required, the city manager shall prepare a statement of costs in respect thereto, and the provisions of Sections 6.04.120 and 6.04.130 shall apply. (Ord. 772 § 2, 2008)

6.04.120 Abatement costs.

A. Whenever any person creating, causing, committing or maintaining a public nuisance, as referred to in this chapter or in Section 1.01.250 of this code, or other public nuisance, as defined under state law or other ordinance or regulation, has been given notice, by or on behalf of the city attorney, enforcement officer, or by any other city officer, employee or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person who was given notice fails, refuses or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the city for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed in the notice.

B. Costs and expenses, as referred to in subsection A of this section may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants,

research fees, legal costs or expenses, including, but not limited to, procedures associated with collecting moneys due hereunder.

C. In any action, administrative proceeding, or special proceeding to abate a nuisance, the prevailing party shall be entitled to recovery of attorney's fees. The recovery of attorney's fees is limited solely to causes of action directly associated with the abatement of a public nuisance. In no action, administrative hearing, or special proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the action or proceeding. Such attorney's fees shall be recoverable as costs of abatement.

D. Upon the completion of any abatement pursuant to this chapter, the city manager shall cause a statement of the costs thereof to be prepared for submission to the city council. The city manager shall set a time and place for the city council to receive and consider the statement of costs, and shall serve upon the responsible person(s) a copy of the statement of costs and a notice of the time and place at which the city council will receive and consider the statement of costs. Service shall be in the same manner as set forth in Section 6.04.080(C).

E. The costs of abatement of a nuisance, as confirmed by resolution of the city council, shall constitute a special assessment against the property to which it relates, and after its recording, as thus made and confirmed, the same shall constitute a lien on the property in the amount of such assessment. After the confirmation of the statement, a copy thereof shall be recorded in the official records of Riverside County and shall be transmitted to the assessor and tax collector of the county of Riverside by the city clerk. Whereupon it

shall be the duty of the assessor and tax collector to add the amount of such assessment, or assessments, to the next regular bills of taxes levied against the respective lot or parcel of land, and thereafter the amount shall be collected at the same time and in the same manner as ordinary real property taxes are collected, and shall be subject to the same penalties and the same procedure for foreclosure and sale in the case of delinquency as provided for ordinary real property taxes.

F. At the time and place set for receiving and considering the statement of costs, the city council shall hear and pass upon the statement together with any objections or protests raised by any of the persons liable to be assessed for the cost of abating the nuisance. Thereupon, the city council may make any such revision, correction or modification to the statement of costs as it may deem appropriate, after which the statement as submitted, or as revised, corrected or modified, shall be confirmed by resolution. Such hearing may be continued from time to time. The decision of the city council shall be final.

G. The provisions of this section shall also apply to any responsible person who received a notice, as specified therein, and thereafter the nuisance or violation was abated, but such person subsequently allowed or was responsible for recurrence of the nuisance or violation.

H. In any action or proceeding involving a violation of any provision of this chapter, the city attorney, in his or her sole discretion and as part of settlement negotiations, may reduce, eliminate or waive any fines, fees, penalties or interest incurred pursuant to this chapter. Any determination or decision of the city attorney in this regard shall be final and

6.04.120

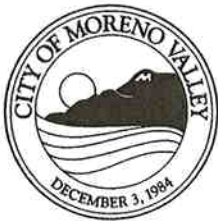
conclusive and shall not be subject to appeal as prescribed in Chapter 2.02 of this code.

I. Moneys due to the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings may be conducted in a manner substantively similar to proceedings described in Sections 39574, et seq. of the government code of the state relating to weed abatement assessments. (Ord. 772 § 2, 2008)

6.04.130 Alternatives.

Nothing in this chapter shall be deemed to prevent the city from commencing a criminal action, civil action or other judicial or administrative proceeding to abate the alleged nuisance or to obtain any other appropriate remedy in addition to, as an alternative to, or in conjunction with the procedures authorized by this chapter. (Ord. 772 § 2, 2008)

Notice to Abate Nuisance



City of Moreno Valley Community Development Department

Code & Neighborhood Services Division

14177 Frederick Street | P.O. Box 88005 | Moreno Valley, CA 92552-0805

Telephone: 951.413.3340 | Fax: 951.413.3345

NOTICE TO ABATE NUISANCE

Pursuant to Chapter 6.04 of the Moreno Valley Municipal Code, you are hereby directed to abate the public nuisance condition(s) as described below by _____.

Violations of Moreno Valley Municipal Code as follows:

- 6.04.040A3 Vacant/Abandoned/Open Accessible Structure
- 6.04.040E1 Unfenced/Unsecured Pool/Excavation
- 6.04.040C1 Weeds/Dry Brush/Overgrown Vegetation
- 6.04.040B2 Junk/Trash or Debris
- 6.04.040B1 Abandoned/Discarded Objects including Automobiles (Parts)/Furniture
- 6.04.040D2 Parking on Unimproved Surface
- Other _____

Required action _____

OWNER/TENANT FAILURE TO CORRECT LISTED VIOLATION(S) WITHIN THE TIME FRAME INDICATED WILL RESULT IN THE CITY INITIATING NUISANCE ABATEMENT PROCEEDINGS TO CORRECT VIOLATIONS. THE OWNER OF SUCH PROPERTY SHALL BE LIABLE FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY FOR SAID ABATEMENT. FAILURE TO PAY ALL ABATEMENT COSTS SHALL RESULT IN A TAX LIEN AGAINST THE PROPERTY.

If you object to the determination of cited violation(s), you may file a written appeal no later than _____ days from the date of this notice.

Owner (as shown on the last equalized assessment roll):

Property Location

Assessor Parcel Number

Code Compliance Officer

Date Mailed to Owner

Telephone

Copies to

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RESOLUTION NO. 2011-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONFIRMING STATEMENTS OF COSTS AGAINST REAL PROPERTY LOCATED IN THE CITY OF MORENO VALLEY, FOR ABATEMENTS OF PUBLIC NUISANCES AND DIRECTION THAT SAID STATEMENTS OF COSTS CONSTITUTE A LIEN UPON SAID PROPERTIES.

WHEREAS, pursuant to the provisions of the City of Moreno Valley Municipal Code Chapter 6.04, the City of Moreno Valley, State of California, in order to protect and preserve the public health, safety and general welfare, has conducted and completed the abatement of certain public nuisances on real properties located within the City of Moreno Valley, State of California; and

WHEREAS, in accordance with the provisions of the City of Moreno Valley Municipal Code, the City of Moreno Valley has submitted Statements of Costs; and

WHEREAS, having received and considered said statements of Costs and having notified the affected property owners and given them an opportunity to be heard;

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

1. That the Statements of Costs, Notice of City Council Meeting and Notices of Special Assessments, copies of which are on file in the Community Development Department, Code and Neighborhood Services Division, and incorporated herein by this reference, are confirmed.

2. That the Property Assessment List, attached hereto as Exhibit 1 and incorporated herein by this reference, is also confirmed.

ATTACHMENT C

1 Resolution No. 2011-105
Date Adopted: October 25, 2011

3. That the Notices of Special Assessments shall be recorded with the Riverside County Recorder's Office and copies transmitted to the Assessor and Tax Collector of the County of Riverside and after recordation shall constitute special assessments against the property to which they relate, and shall constitute liens on the property in the amount of the assessment to be added to the tax bill next levied against the property.

APPROVED AND ADOPTED this 25th day of October 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT C

2 Resolution No. 2011-105
Date Adopted: October 25, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the _____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

ATTACHMENT C

3 Resolution No. 2011-105
 Date Adopted: October 25, 2011

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START DATE: 10/7/10

END DATE: 10/1/11

PROPERTY ABATEMENT LIST (PAL)

FY12/13 TAX YEAR

Council Mtg: October 25, 2011

Code & Neighborhood Services Division

	APN	Owner	Abate Date		Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total
1	260-103-009	Escherick, Aurelia	03/02/2011	23967 Blue Ridge Place Moreno Valley, CA 92557	\$ 293.00	\$ 240.00	\$ -	\$ 13.00	\$ 13.00
2	260-103-009	Escherick, Aurelia	10/27/2010	23967 Blue Ridge Place Moreno Valley, CA 92557	\$ 252.00	\$ 240.00	\$ 492.00	\$ 13.00	\$ 505.00
3	260-204-002	HSBC BANK USA	06/26/2011	PO BOX 2103 Buffalo, NY 10425	\$ 250.00	\$ 240.00	\$ 490.00	\$ 13.00	\$ 503.00
4	260-221-032	Hanson, Matthew	08/25/2011	10660 Pepper Ridge Ln Moreno Valley, CA 92557	\$ 385.20	\$ 240.00	\$ 625.20	\$ 13.00	\$ 638.20
5	263-220-022	Koterwas, Edmund A. & Edmund L.	05/12/2011	13894 Walnut Ct. Moreno Valley, CA 92555	\$ 1,457.90	\$ 240.00	\$ 1,697.90	\$ 13.00	\$ 1,710.90
6	264-071-029	Rojas, Soledad	07/14/2011	13368 Triple Crown Ct Moreno Valley, CA 92555	\$ 256.00	\$ 240.00	\$ 496.00	\$ 13.00	\$ 509.00
7	264-131-027	Garcia, Marianne	06/10/2011	11789 Wild Flax Lane Moreno Valley, CA 92557	\$ 346.50	\$ 240.00	\$ 586.50	\$ 13.00	\$ 599.50
8	264-162-011	Rodda, Steven and Sarah	02/01/2011	23254 Elfin Ave Moreno Valley, CA 92557	\$ 234.00	\$ 240.00	\$ 474.00	\$ 13.00	\$ 487.00
9	291-150-009	INLAND EQUITY HOLDINGS	09/06/2011	760 N Euclid St No. 206 Anaheim, CA 92801	\$ 1,512.00	\$ 240.00	\$ 1,752.00	\$ 13.00	\$ 1,765.00
10	291-191-021	Koterwas, Aliene & Edmund	03/03/2011	13894 Walnut Ct. Moreno Valley, CA 92555	\$ 389.00	\$ 240.00	\$ 629.00	\$ 13.00	\$ 642.00
11	291-191-021	Koterwas, Aliene & Edmund	06/09/2011	13894 Walnut Ct. Moreno Valley, CA 92555	\$ 432.00	\$ 240.00	\$ 672.00	\$ 13.00	\$ 685.00
12	291-263-002	Casarin, Jaime	09/10/2010	11344 Parkside Ln Garden Grove, Ln 92843	\$ 158.00	\$ 240.00	\$ 398.00	\$ 13.00	\$ 411.00
13	291-293-020	FEDERAL HOME LOAN MORTGAGE	03/17/2011	1000 Technology Dr Ofallen, Mo. 63368	\$ 125.00	\$ 240.00	\$ 365.00	\$ 13.00	\$ 378.00
14	292-072-030	Razo, Antonio	06/29/2011	12995 Adeline Ave Moreno Valley, CA 92553	\$ 527.00	\$ 240.00	\$ 767.00	\$ 13.00	\$ 780.00
15	296-053-004	WELLS FARGO BANK NA	08/15/2011	3476 Stateview Blvd Fort Mill, SC 29715	\$ 557.00	\$ 240.00	\$ 797.00	\$ 13.00	\$ 810.00

16	304-360-004	Adan, Daniel	10/27/2010	274 Murica Aisle Irvine, CA 92614	\$ 999.00	\$ 240.00	\$ 1,239.00	\$ 13.00	\$ 1,252.00
17	304-360-004	Adan, Daniel	11/23/2010	274 Murica Aisle Irvine, CA 92614	\$ 367.00	\$ 240.00	\$ 607.00	\$ 13.00	\$ 620.00
18	304-360-004	Adan, Daniel	08/16/2011	274 Murica Aisle Irvine, CA 92614	\$ 639.00	\$ 240.00	\$ 879.00	\$ 13.00	\$ 892.00
19	308-520-016	EMPIRE LAND	09/21/2011	P.O. BOX 1059 Rancho Cucamonga, CA 91729	\$ 997.50	\$ 240.00	\$ 1,237.50	\$ 13.00	\$ 1,250.50
20	308-530-026	EMPIRE LAND	09/22/2011	P.O. BOX 1059 Rancho Cucamonga, CA 91729	\$ 997.50	\$ 240.00	\$ 1,237.50	\$ 13.00	\$ 1,250.50
21	312-181-004	WELLS FARGO BANK NA 2006-OP1 TRUST	07/01/2011	6501 Irvine Center Dr. Irvine, CA 92618	\$ 425.00	\$ 240.00	\$ 665.00	\$ 13.00	\$ 678.00
22	423-250-009	SKINNER PROPERTY PARTNERS	10/19/2010	Sunny Isles Beach, FL 33160- 2827 C074	\$ 147.00	\$ 240.00	\$ 387.00	\$ 13.00	\$ 400.00
23	478-181-047	Fechter, Jan	08/04/2011	291180 Williams Ave Moreno Valley, CA 92555	\$ 1,287.45	\$ 240.00	\$ 1,527.45	\$ 13.00	\$ 1,540.45
24	478-430-019	Drake, Michael	06/02/2011	29095 Alessandro Blvd Moreno Valley, CA 92555	\$ 1,480.00	\$ 240.00	\$ 1,720.00	\$ 13.00	\$ 1,733.00
25	479-411-013	Millanes, Jecilia	07/15/2011	25998 Fir Ave Moreno Valley, CA 92553	\$ 231.00	\$ 240.00	\$ 471.00	\$ 13.00	\$ 484.00
26	481-112-014	SHAHNAZ HENDIFAR FAMILY TRUST	12/01/2010	4325 Cartesian Cr Palos Verdes, CA 90274	\$ 271.00	\$ 240.00	\$ 511.00	\$ 13.00	\$ 524.00
27	481-281-008	Warren, Perry	10/21/2010	580 L Street #E3 Chula Vista, CA 91911	\$ 293.00	\$ 240.00	\$ 533.00	\$ 13.00	\$ 546.00
28	482-342-028	Armstrong, Cameron	03/17/2011	24276 Finley Dr Moreno Valley, CA 92553	\$ 457.00	\$ 240.00	\$ 697.00	\$ 13.00	\$ 710.00
29	484-030-023	Johns, Robert W.	02/02/2011	25793 Alessandro Blvd Moreno Valley, CA 92555	\$ 1,204.00	\$ 240.00	\$ 1,444.00	\$ 13.00	\$ 1,457.00
30	485-103-014	Fabian, Angel B	02/09/2011	32 Oakcliff Dr Laguna Niguel, CA 92677	\$ 270.50	\$ 240.00	\$ 510.50	\$ 13.00	\$ 523.50
31	486-093-016	Phillips, Yoshiko K.	04/27/2011	25180 Gentian Ave Moreno Valley, CA 92551	\$ 187.00	\$ 240.00	\$ 427.00	\$ 13.00	\$ 440.00
32	486-111-021	Montecino, Ralph and Maria	10/14/2010	25474 Juanita Ave Moreno Valley, CA 92551	\$ 260.00	\$ 240.00	\$ 500.00	\$ 13.00	\$ 513.00

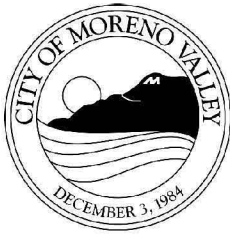
33	486-222-052	Valenzuela, Miguel Angel	06/29/2011	15758 Cayman Cir Moreno Valley, CA 92551	\$ 897.00	\$ 240.00	\$ 1,137.00	\$ 13.00	\$ 1,150.00
34	486-235-006	Huizar, Salvador	02/08/2011	5453 Osburn Dr San Bernardino, CA 92404	\$ 231.60	\$ 240.00	\$ 471.60	\$ 13.00	\$ 484.60
35	487-051-005	FIRST MORTGAGE CORP.	03/22/2011	1131 W.6th St. #140 Ontario, CA 91762	\$ 87.00	\$ 240.00	\$ 327.00	\$ 13.00	\$ 340.00
36	487-184-027	Rees, Delbert G.	06/02/2011	12492 Chukar Ln. Moreno Valley, CA 92555	\$ 900.00	\$ 240.00	\$ 1,140.00	\$ 13.00	\$ 1,153.00
37	487-221-002	FEDERAL NATL MORTGAGE ASSN	06/13/2011	SV2202 Simi Valley, CA 93063	\$ 980.45	\$ 240.00	\$ 1,220.45	\$ 13.00	\$ 1,233.45
38	487-422-015	ASSET BACKED SEC 2004- HE7	06/13/2011	26350 Alturas Creek Dr Moreno Valley, CA 92555	\$ 227.00	\$ 240.00	\$ 467.00	\$ 13.00	\$ 480.00
39	487-494-026	KNOLLWOOD INVESTMENTS CAP LLC	08/16/2010	319 Main St. El Segundo, CA 90245	\$ 150.00	\$ 240.00	\$ 390.00	\$ 13.00	\$ 403.00
		GRAND TOTAL:			\$ 21,160.60	\$ 9,360.00	\$ 30,520.60	\$ 507.00	\$ 31,027.60

**Property Aba Council Meeting 10/25/11
FY12/13 Tax CITY ATTORNEY OFFICE**

	APN	Owner	Abate Date		Contractor Costs	Admin Fee	SubTotal	S.D. Fee	Total
1.	263-230-013	Joe H. & Joyce Teague	9/28/11 & 9/29/11	CITY ATTORNEY CASE***21958 Alessandro - Administrative action involving: Inspections, abatement of a wood framed stucco detached garage place upon a boat trailer, single wide mobile home.	\$ 26,377.63	\$ 240.00	\$ 26,617.63	\$ 13.00	\$ 26,630.63
2.	292-140-006	Juan Zuniga	6/29/11	CITY ATTORNEY CASE***22385 Cottonwood Ave. - administrative inspection and abatement of a single-family dwelling & subsequent abatement securing by board-up of windows, doors & similar openings.	\$11,651.74	\$240.00	\$11,891.74	\$13.00	\$11,904.74
3.	475-221-003	Linda Fennel Lomax	1/11/11	CITY ATTORNEY CASE***24869 Valecrest Dr. - administrative action the investigation and abatement by removing non-permitted, non-conforming, unsafe solid roof patio cover.	\$8,871.80	\$240.00	\$9,111.80	\$13.00	\$9,124.80

4.	482-536-006	Bank of America and/or Salvador & Sonia Salcedo	1/7/11	CITY ATTORNEY CASE*** 24326 Via Vargas - administrative inspection and abatement of a single-family dwelling & subsequent abatement by removing junk, trash, debris, household items, discarded equipment, vehicle parts, containers, boxes, wood, doors, windows, hard to handle waste products and metal.	\$6,005.35	\$240.00	\$6,245.35	\$13.00	\$6,258.35
5.	488-030-023	Robert William Johns	10/5/10	CITY ATTORNEY CASE*** 25793 Alessandro Blvd - administrative action the investigation and abatement of a single-family dwelling & subsequent abatement by removing junk, trash, debris, household items, discarded equipment, vehicle parts, containers, boxes, wood, doors, windows, hard to handle waste products and metal.	\$16,338.74	\$240.00	\$1,200.00	\$13.00	\$1,213.00
GRAND TOTAL:					\$69,245.26	\$1,200.00	\$ 70,445.26	\$ 65.00	\$ 70,510.26

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

Report to City Council

TO: Mayor and City Council

FROM: Sonny Morkus, Human Resources Director

AGENDA DATE: October 25, 2011 (Continued from October 11, 2011)

TITLE: APPROVAL OF A SERVICE CONTRACT WITH WELLS FARGO INSURANCE SERVICES TO PROVIDE EMPLOYEES BENEFITS BROKER SERVICES

RECOMMENDED ACTION

Staff and the Finance Sub-Committee recommend that the City Council approve the service contract with Wells Fargo Insurance Services for the provision of employees benefits broker services.

ADVISORY BOARD/COMMISSION RECOMMENDATION

"Not applicable."

BACKGROUND

On March 17, 2011, the Human Resources Department released the Request for Proposals for the City's Employee Benefits Broker (Exhibit A). The purpose of the Request For Proposals was to examine if there are more cost saving measures that could result from contracting with either the current broker or other interested brokers. The City received proposals from the following five brokers before the 4:00 p.m. deadline on April 14, 2011:

1. Alliant Benefits West - Newport Beach, CA
2. HR Benefits Consulting, Inc. - Riverside, CA
3. Keenan Associates - Riverside, CA
4. One Total Insurance Solution, Inc. - Norco, CA
5. Wells Fargo Insurance Services Insurance Services - Torrance, CA

The Proposals Review Committee comprised of representatives of executive management, Human Resources Department staff and two (2) representatives from

each of the three (3) employees associations met on four separate dates to review, discuss and rate the 5 proposals. A Reference Check on all 5 brokers was completed on June 1, 2011. The Proposals Review Committee members each reviewed and rated the 5 proposals and used the criteria stated in the RFP to rate each broker and its capability to provide employee benefits services for the City employees. The rating sheets from each member were tabulated onto a proposals rating matrix.

DISCUSSION

The Proposals Review Committee expressed that it would make the most sense to maintain Wells Fargo Insurance Services as the City's employees benefits broker because they have already demonstrated their effective and responsive services during the past two years. Their customer service response system is excellent for handling any concern or issue that employees and their dependents bring to their attention through their website based system. The proposal submitted by Wells Fargo Insurance Services (Exhibit B) will be an attachment to the proposed service contract.

On September 14, 2011, the Finance Sub-Committee conducted interviews of the five brokers who submitted proposals to the City. Based on their interviews, the Finance Sub-Committee took action to recommend to the City Council that Wells Fargo Insurance Services be awarded the service contract to serve as the City employees Benefits Broker for the next three years. The Finance Sub-Committee further recommends that the Employees Benefits Committee and Wells Fargo Insurance Services meet to explore options for reducing benefits costs and improving benefits.

ALTERNATIVES

The action of the City Council to approve the attached service contract is consistent with the Fiscal Year 2011/12 MOU's with the three employee associations: Moreno Valley City Employees Association; Moreno Valley Management Association; and Moreno Valley Confidential Management Employees.

FISCAL IMPACT

The approval of the attached service contract will not impact the Fiscal Year 2011/12 City Budget, as the approximate \$32,500 per year of service fees charged by Wells Fargo Insurance Services is collected through a percentage of premiums that Wells Fargo Insurance Services will collect directly from the employees benefits insurance providers.

CITY COUNCIL GOALS

The action of the City Council to approve the attached service contract will contribute to one of the City Council's goals, i.e. "Positive Environment: Create a positive environment for the development of Moreno Valley's future."

NOTIFICATION

The three employees associations have been notified of the staff report and staff recommendation for City Council to approve the attached service agreement. Copies of this staff report were sent to the employees associations and all three concur with the recommended City Council action.

ATTACHMENTS/EXHIBITS

Agreement for Professional Consultant Services - Employees Benefits Broker Services to be provided by Wells Fargo Insurance Services

- A. Request for Proposals for the City’s Employee Benefits Broker
- B. Wells Fargo Insurance Service Proposal

Prepared and Approved By:

Sonny Morkus
Human Resources Director

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

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AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Wells Fargo Insurance Services USA Inc., 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:

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

DESCRIPTION OF PROJECT

1. The Project is described as the City of Moreno Valley employees benefits broker services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on the Attachment A 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 the Attachment 1 hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees that the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$32,500 during any twelve month period, in accordance with the payment terms provided on the Attachment 2 hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

6. The Consultant shall perform the work described on the Attachment 3 in accordance with the schedule set forth in the Exhibit B hereto and incorporated by this reference.

7. The Consultant and the City agree that the schedule in Paragraph 6 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

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

requests for extensions of time in which to complete the work required of the Consultant hereunder.

8. 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.

9. (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

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

11. 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

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

Project.

12. 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.

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

14. (a) The Consultant 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.

(b) 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

**AGREEMENT FOR PROFESSIONAL
EMPLOYEES BENEFITS BROKER
CONSULTANT SERVICES**

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.

15. (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 General Liability 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:

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	<u>General Liability</u>
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.

(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 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 and CSD 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) The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their

**AGREEMENT FOR PROFESSIONAL
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officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this 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 Moreno Valley Community Redevelopment Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) 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.

(k) 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

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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.

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

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

18. (a) The Consultant shall deliver to the Human Resources Director of the City or his designated representative, 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.

(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, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work

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without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (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. Consultant shall be eligible to receive payment of fees from insurance providers 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) 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.

20. 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.

21. 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

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regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. 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.

23. 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.

24. 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.

25. 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.

26. All diagrams, charts, 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

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that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. 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. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley
Inc.,

Wells Fargo Insurance Services USA

BY: _____
Richard A. Stewart
Mayor

Date

BY: _____
TITLE: _____

Date

BY: _____
TITLE: _____
(Corporate Secretary)

Date

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

**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.

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$32,500 per twelve month period, and shall be paid based on a percentage of premium fee paid to the Consultant by the insurance providers.
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 insurance providers. Any invoice not paid by insurance providers 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
3. The Consultant will electronically submit a report to the Human Resources Director at sonnym@moval.org annually for progress of payments received from insurance providers, along with documentation evidencing services completed to date. The payments received by the Consultant from insurance providers is based on percentage fees structures agreed upon between the Consultant and the insurance providers.

TIME FOR PERFORMANCE

The initial performance period of the Agreement will be from the date the City signs the Agreement through September 30, 2012. The Agreement shall be automatically renewed annually at the beginning of each fiscal year for a period not to exceed five (5) years, provided that insurance provider percentage fee arrangements are agreed upon by both the Consultant and insurance providers, and employees benefits broker consultant service approvals have been granted by the City Council of the City of Moreno Valley, and if no written notice of termination is received by either party.

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REQUEST FOR PROPOSALS (RFP)

For

**Agent /Broker of Record
For the City's Employee Benefit(s) Program**



**CITY OF MORENO VALLEY
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805**

RFP Release Date:

March 17, 2011

Proposal Must be Received Before:

4:00 p.m., Thursday, April 14, 2011

RFP Amendment #1: 02-23-11

Exhibit A

CITY OF MORENO VALLEY

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- Conditions and Stipulations
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- Required Contents of Proposal
- Proposal Evaluation

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SECTION I – GENERAL INFORMATION

REQUEST FOR PROPOSAL NOTICE

CONDITIONS AND STIPULATIONS

SCOPE OF WORK TO BE PREFORMED

REQUEST FOR PROPOSAL NOTICE

Notice is hereby given that the City of Moreno Valley will accept Proposals for an Agent(s) of Record for the City's Health Insurance (Medical/Dental/Vision), Life Insurance, Disability Insurance, Section 125 Flexible Spending Accounts, Employees Wellness Program, and Employees Benefits Fairs until 4:00 p.m. on Thursday, April 14, 2011.

All Proposals shall be clearly identified as the Employee Benefits Broker Proposal for the City of Moreno Valley. Ten (10) copies of your Proposal should be forwarded to the City at the following address:

**City of Moreno Valley
Attn: Sonny Morkus, Human Resources Director
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805**

Proposals will be evaluated and the successful agent(s) will be determined and announced at a City Council meeting for which the time and place is yet to be determined. The City reserves the right to reject any or all Proposals, waive formalities, negotiate terms and conditions, and to select the agent and service options that best meet the needs of the City and its employees

During the evaluation process, the City of Moreno Valley reserves the right, where it may serve the City of Moreno Valley's best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. At the discretion of the City of Moreno Valley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Inquiries, clarification, or requests for Proposal by electronic mail should be directed by telephone or e-mail to the following City contact:

**Bridgette Montgomery, Human Resources Analyst
951.413.3044
bridgetm@moval.org**

CONDITIONS AND STIPULATIONS

You are invited to submit your Proposal for the administration of the indicated benefit plans based on the information contained in this Request for Proposal. Firms may choose to be considered for any or all of the following services: the City's Health Insurance (Medical/Dental/Vision), Life Insurance, Disability Insurance, Section 125 Flexible Spending Accounts, Employees Wellness Program, and Employees Benefits Fairs.

Unless a specific note is made to the contrary in your Proposal or a subsequent contract, we will assume that your Proposal conforms to the City's Specifications and an award to you will bind you to comply fully with all of the following Conditions, Stipulations, and Specifications.

General Conditions and Stipulations

- The City reserves the right to accept or reject any or all proposals and to waive formalities and select the agent(s) that best meet the needs of the city and its employees. The City's objective is to select an agent(s) who will provide the best possible service at the best possible cost while meeting the Request for Proposal specifications. The City is not obligated to award the contract based on cost alone. The City reserves the right to designate more than one agent of record for the different coverage options.
- Agent(s) that are awarded the business shall submit an action-plan and timetable for assuming responsibilities to the City within thirty (30) days from when the Council approves the selected agent(s) of record.
- A servicing representative must be available to the City on an on-going basis. Representatives must be available at the all open enrollment meetings during the contract period to explain the plan and enroll City employees in the benefits programs. Representatives must also be available for all plan design and cost containment planning meetings.
- The agent(s) who is selected must be recognized as an agent or apply to be an agent for the Benefit Carriers used by the City.

AGENT SCOPE AND RESPONSIBILITIES

The City of Moreno Valley is engaged in an on-going effort to reduce expenditures, achieve greater efficiencies, and maximize the use of funds in the provision of benefits and wellness education for its 308 career employees with City paid benefits.

The City of Moreno Valley desires the agent to perform the following services:

1. Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverage's, deductibles, co-payments, out-of-pocket payments, etc.
2. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
3. Advise the City on potential gaps or overlaps in coverage's.
4. Assist the City with reviewing claims data and determining premium impact of any coverage changes.
5. Assist the City as requested in submitting claims and interpreting coverage as applied to claims.
6. Assist with COBRA/HIPAA administration audits, 5500s, forms and questions as needed.
7. Assist the City with Benefit Renewals through ensuring that all providers that meet City needs receive proposals and seek alternative coverage if requested.
8. Assist the City with Benefit Plan Design to contain cost and maximize benefit effectiveness.
9. Assist with setting up the renewals timing schedule annually. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side by side reporting for City review. Prepare and/or review and advise on contract renewals.
10. Coordinate and conduct routine employees benefits fairs and periodic wellness information seminars.
11. Provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

12. Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the City as needed.
13. Establish relationships with those providers that will most greatly benefit the needs of the City of Moreno Valley.
14. The successful candidate will be in contact with the City's Human Resources Director and Human Resources Department staff in all matters as they relate to benefit insurance for the City. Said candidate will also be required to address the City Council or City staff as the need arises.
15. Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City.
16. Analyze and report utilization trends and cost. Help to provide management and staff overview education on how best utilize and limit premium increases.

SECTION II – CITY INFORMATION

BACKGROUND INFORMATION SUMMARY OF COVERAGE OPTIONS

BACKGROUND INFORMATION

The Community

Moreno Valley, a rapidly growing city of over 190,000 residents is located approximately 66 miles east of Los Angeles and is shadowed by the spectacular San Bernardino Mountains. Moreno Valley has become the residential hub for the rapidly expanding Inland Empire and is the second largest city in Riverside County.

Moreno Valley's strong population growth has given it a large retail and service sector. The City's economy also features a growing industrial sector, as well as an expanding medical community that is flourishing around the Riverside County Regional Medical Center and Moreno Valley Community Hospital. The March Air Reserve Base is located adjacent to the City.

The City Government

Moreno Valley was incorporated as a General Law City in 1984, merging the communities of Moreno, Sunnymead and Edgemont. The City abides by a Council/Manager form of government and has a five-member City Council comprised of members elected by district. Each Council Member is elected for four years with staggering terms.

The City has a committed, customer-service oriented workforce of over 308 career and hundreds of temporary employees, who provide a wide-range of municipal services including public works, economic development, redevelopment, community development, parks and community services, and library services. Police and fire services are provided through contract with Riverside County.

The City's fiscal year 2011-12 operating budget includes a \$83.4 million general fund budget. Due to a deficit in the revenues coming to the City, every City department is identifying and analyzing areas where expenditures may be reduced and greater efficiencies achieved.

SUMMARY OF COVERAGE OPTIONS

The following is the employee's benefits policy that are currently in place and subject to the current Meet & Confer process regarding the FY 2011/12 successor Memorandum of Understanding with three City employees associations.

Employees Benefits Policy

SECTION 14: EMPLOYEE BENEFIT POLICIES

Benefits for City employees shall be provided as outlined in the City's Benefit Plan. Further information on these benefits may be obtained by contacting the Human Resources Department.

The City retains the right to alter the benefit plan, if it finds such changes to be in the best interest of the City.

14.05 BENEFIT BANK

The City has adopted a "flexible or cafeteria" plan that will cover certain City benefits (i.e., medical, dental, vision care, etc.). Employees, other than those listed below, are not eligible for benefit bank benefits. City employees shall receive a negotiated amount of money as approved by City Council, and consistent with the current MOU, on a yearly basis in order to "purchase" benefits from the plan. These benefits are paid on a 24-pay period basis. Employees may change benefit elections only during open enrollment periods unless there is a qualifying event. Qualifying events may include, but are not limited to changes in employment or changes in family status such as; births, deaths, adoptions, marriages, or divorce.

A. Career Full-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

B. Career Part-time Employees shall receive a negotiated amount as approved by the City Council, and consistent with the current MOU, with which to purchase benefits. New benefit amounts may become effective January 1st of each year.

C. As part of the cafeteria plan, all full-time employees, except City Council members, must purchase group medical insurance coverage for themselves, or provide proof of other medical coverage, i.e., through one's spouse's coverage, military, etc. If the City Council deems it in the City's best interest, the City, at its option, may require all employees to purchase the City's preferred coverage and not allow verification of other coverage. Once this individual medical coverage has been purchased or verified, employees may purchase any of the following options with the balance:

1. Medical Insurance: Once medical insurance has been purchased for the employee, he or she may also choose to purchase excess coverage for him or herself or insure any dependents. Eligible employees may choose from a variety of health care providers as offered by the City. Medical benefits, plan costs, and any deductible costs may vary depending upon the insurance carrier offered by the City and chosen by the employee. Those who choose

to use other kinds of medical coverage must report any change in that coverage within sixty (60) days as defined by CalPERS. Failure to do so will result in immediate enrollment in a City offered medical plan.

2. Dental Insurance: Employees may purchase dental insurance for themselves and any dependents. Dental benefits and any deductible costs may vary depending upon the insurance carrier chosen by the employee.

3. Vision Care: Coverage must be purchased for all full-time career employees and may be purchased for any dependents, based upon vision care plans available to City employees.

4. Supplemental Insurance: Employees may purchase supplemental insurances for themselves or their dependents.

5. Dependent Care (Child and Elder): Employees may purchase dependent (child and elder) care reimbursement coverage through a flexible spending account. Documentation of payments with tax identification number of the provider must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

6. Medical Expense Reimbursement: Employees may purchase medical expense reimbursement through a Flexible Spending Account. Documentation of expenses and payments must be submitted to receive reimbursement. Unreimbursed funds will be forfeited at the end of the year.

7. Annual Leave Buy: Employees with unspent bank dollars may purchase up to two weeks of Annual Leave hours per year. This option is available only at open enrollment. Annual Leave hours bought must be used within the benefit year purchased. Unused Annual Leave which has been purchased will be returned to the benefit bank for cash out to the employee.

8. Cash Out Option: Employees who would have unspent bank dollars for the calendar year will receive the leftover balance as a taxable cash payment. Council members are not eligible by State law for any cash-out option of unspent bank dollars. Annual Leave hours must be requested in writing during open enrollment each year.

9. Use or Lose Provision: Flex dollars may not be carried over from one plan year to the next, according to IRS regulations. Employees who have left over funds and who do not elect additional Annual Leave hours will be paid in cash. This amount will be subject to Federal and State withholding taxes.

D. Temporary Employees are not normally entitled to the benefits of the City's cafeteria plan.

14.10 MANAGEMENT PACKAGE

Certain categories of employees are entitled to a management benefit package as a percentage of their gross annual salary. The dollar amount shall change as salary increases are received during the year. This amount will be disbursed on a 24-pay period basis. These employee categories and percentages are as follows:

A. Executive Management Employees shall receive six (6%) percent of their gross annual salary.

B. Division Management Employees shall receive four (4%) percent of their gross annual salary.

C. Professional/Administrative/Management Employees shall receive two (2%) percent of their gross annual salary.

This management package percentage amount may be expended in any of the flexible benefit plan options previously discussed. Other benefit options will be made available as they are approved by the City Council in accordance with applicable IRS guidelines.

14.12 AUTO ALLOWANCE:

The City provides taxable auto allowance benefits as follows:

A. Executive Management Employees shall receive a monthly auto allowance, as budgeted.

B. Division Management Employees shall receive a monthly auto allowance, as budgeted.

As outlined in the City's Vehicle Policy, certain employees may be assigned a City vehicle on a long-term basis, in lieu of the monthly auto allowance. Employees who utilize personal vehicles for City business, but do not receive an auto allowance, shall be reimbursed at the Federal mileage reimbursement rate.

If any of the above employees are assigned a City vehicle, no auto allowance will be provided.

14.15 POST RETIREMENT MEDICAL BENEFITS

A. **Annuity Programs:** Effective January 1, 2001, the City of Moreno Valley shall contribute a monthly amount to each exempt full-time career employee for an annuity program for 20 years or until termination or retirement, for the purpose of funding retiree medical premiums. New hire probationary employees shall not be eligible to receive the monthly contribution until the successful completion of their probationary period. The effective date of their first contribution will commence the next full month after they have passed probation.

Effective January 1, 2002, after two full years of employment, the monthly contribution to the annuity program shall increase per the negotiated language as approved by City Council. This shall go into effect the next month after their two year-anniversary date has passed.

Each bargaining unit has selected separate annuity programs.

1. Contributions for the MVCEA bargaining unit are being paid into the Benefits Bank. In the event MVCEA ceases to be the recognized representative of bargaining unit employees, the control and administration of this program shall transfer to management and the responsibility for same shall be the exclusive jurisdiction of management. Employees may at their option contribute a portion of their compensation to the annuity subject to IRS restrictions through payroll deductions.

2. Contributions for the management bargaining unit are being paid into a Voluntary Employee Beneficiary Trust (VEBA), which manages the investment and distribution of the funds.

B. **City Paid Retiree Medical Benefit:** Effective January 1, 2001, upon retiring, the City shall pay a minimum of the monthly fee required by PERS for enrollment of retirees. Employees who retire under the CalPERS retirement benefits system with a minimum of two years of service with the City shall be eligible to receive a benefit which is the lesser of the cost of medical coverage for the retiree and spouse, or the amount stipulated in the following table:

EFFECTIVE DATE MAXIMUM EMPLOYER CONTRIBUTIONS

January 1, 2007 up to \$168.73 per month
January 11, 2008 up to \$243.73 per month
January 2, 2009 up to \$318.73 per month

To receive the Retiree Medical Benefit, the retiree must submit documentation of payment for medical insurance coverage. Documentation for those enrolled with PERS Health is provided by PERS. In the event of the retiree's death, the surviving spouse continues to be eligible to receive the benefit.

14.20 PERS MEDICAL COVERAGE FOR RETIREES

The City shall contribute a monthly employer fee for retiree medical coverage with the Public Employees Retirement System (PERS), per negotiated contract language as approved by City Council. Retirees must convert to Medicare at age 65.

14.25 CITY RETIREMENT PLAN

The City provides retirement benefits for all employees through the Public Employees Retirement System (PERS). The City pays both the employee's and employer's contributions into the plan for employees hired prior to July 1, 2009. Employees hired on or after July 1, 2009 pay their own employee's contribution into the plan. This does not apply to promotional hires, whose original hire date was prior to July 1, 2009. At its option, the City may change its retirement system provider upon adoption by the City Council. Prior to any changes in retirement benefits, those eligible for retirement must be notified at least 30 days in advance. Current retirement benefits are available as follows:

A. Career Full-time Employees hired prior to July 1, 2009 receive fully-paid PERS retirement benefits. Career Full-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, and at no point will the employer pay any of the employee's portion of the employee's contribution.

B. Career Part-time Employees hired prior to July 1, 2009 receive fully paid PERS retirement benefits after 1,000 hours. Before that point, the employee will have the employee's portion deducted from salary. Career Part-time Employees hired on or after July 1, 2009 pay for their own employee's contribution for PERS retirement benefits, and at no point will the employer pay any of the employee's portion of the employee's contribution.

C. Part-time/Seasonal, Temporary Employees, and Crossing Guards who are not eligible for PERS, are required to contribute 7.5% of earnings to a PST "457" deferred compensation program. Contributions to this plan will be made through payroll deduction. Employees are eligible for participation in the PERS retirement plan after 1,000 hours worked in a fiscal year; however, they are responsible for the cost of their employee portion of PERS payment. PERS refunds may be issued ONLY if the member has permanently separated from all PERS-covered or reciprocal employment. Or, if members have been on an unpaid leave of absence for at least six (6) months, they may request a refund of their contributions prior to returning to active employment.

D. Any employee hired prior to July 1, 2009, if promoted on or after July 1, 2009, will still be eligible for all benefit rates provided for employees hired prior to July 1, 2009 for the bargaining unit the employee is in on or after July 1, 2009.

14.30 IRC SECTION 125 PLAN

The City has available to all full-time employees, an Internal Revenue Code (IRC) Section 125 account. The Health Reimbursement Option is not available until the

employee has passed initial probation (normally at six months). An employee's unexpensed redirected Plan contributions from his/her salary account are forfeited and returned to the City at the end of the calendar year. See the Summary Plan Description for details.

14.35 IRC SECTION 457 PLAN

The City has available to all employees an Internal Revenue Code (IRC) Section 457 Account. Participation is voluntary for career employees. It is mandatory for temporary employees who are not yet eligible for, or enrolled in PERS.

Deferred compensation is an IRS-approved method of deferring federal and state income taxes on savings until retirement. Taxes are paid, on both savings and earnings, when they are withdrawn during retirement, or upon separation from City employment. An employee may defer a maximum amount consistent with the most recent guidelines supplied by the IRS. The employee may increase, decrease, stop and restart voluntary contributions at any time by contacting the Human Resources Department.

In accordance with IRS rules, an employee may not withdraw these assets unless there is a bona fide emergency which is unforeseeable, unbudgetable, severe, beyond the employee's control, and must represent a last resort. All financial hardship requests for withdraw of funds must be made directly to the 457 plan provider.

14.36 IRC SECTION 401A PLAN

Certain management employees may voluntarily enter into a 401(a) Money Purchase Plan to provide additional retirement benefits. The employee contribution is a mandatory fixed amount for everyone within a management group, and is limited to the maximums allowed by law. Eligible employees wanting to enroll into the plan must do so within the first thirty (30) days after being hired. Once enrolled, the participant must remain in the plan. Participant contributions are structured with pretax dollars. Earnings accrue tax deferred. Participants may contribute to both a deferred compensation and a money purchase plan.

PAM-Confidential employees receive \$750.10 per fiscal year (\$28.85 per pay period) in a City sponsored 401 (a) Plan.

14.40 LIFE INSURANCE

The City provides term life insurance coverage for all City employees. Coverage becomes effective on the first day of the month which follows the first thirty (30) days of employment with the City. The premium is paid by the City. The amount of coverage is determined as follows:

- A.** Executive Management and Division Management Employees shall receive term life insurance at an amount, which is three (3) times their salary (rounded to the nearest thousand) not to exceed \$300,000.
- B.** Professional/Administrative/Management Employees shall receive term life insurance at an amount, which is two (2) times their annual salary (rounded to the nearest thousand).
- C.** General Non-Exempt and Career Part-time Employees shall receive term life insurance at an amount, which is two (2) times, their annual salary (rounded to the nearest thousand) or \$50,000.00, whichever is greater.
- D.** City Council Members shall receive \$50,000 of term life insurance.
- E.** The City's death benefit to survivors of a member who dies prior to retirement shall be the PERS 1959 Survivor Level IV Option (Section 21574). It provides for

a monthly allowance for the surviving spouse with two children \$2280, spouse and one child \$1900, and spouse alone \$950. The City's retired member PERS lump sum death benefit paid to beneficiaries is \$500.

14.45 DISABILITY INSURANCE

Disability Insurance is determined as follows:

A. City Disability Insurance:

The City provides short-term disability insurance to all Career employees who work a minimum of thirty (30) hours per week and who are disabled primarily as a result of a non-work-related illness or injury. This benefit commences after 30 calendar days of disability. In order to be eligible for benefits, an employee must be totally disabled for one month before benefits become payable. For the first twenty-four (24) months of a disability, "totally disabled" means that a former employee is prevented by disability from doing all the material and substantial duties of his or her job. If the disability persists beyond twenty-four (24) months, the former employee is re-evaluated to determine whether he or she can be rehabilitated for another career. If the employee can be rehabilitated, the employee is eligible for Rehabilitative Employment Services. If the employee cannot be rehabilitated for any career, total disability payments will continue. An eligible employee may receive sixty-six and two-thirds (66⅔ %) percent of his or her salary, up to a maximum monthly amount of \$14,000. This income is subject to taxes because the premiums are paid for by the City.

Employees Benefits Plans and Rates

The following are the current employees benefits plans and rates:

Medical Plans: CalPERS Plans: Blue Shield Access + HMO, Blue Shield Net Value HMO
Kaiser Permanente HMO, PERS Choice PPO, PERS Select PPO, PERS Care PPO

Dental Plans: Delta Care USA HMO Rates: \$21.77 single, \$39.00 two-party, \$57.66 family
Delta Dental PPO Rates: \$60.32 single, \$118.88 two-party, \$208.43 family

Vision: Vision Service Plan Rates: \$8.59 single, \$12.46 two-party, \$22.33 family

Disability: Standard Insurance Company
Short Term Disability \$.23/\$10 benefit
Long Term Disability \$.48/\$100 of payroll

Life Insurance: Standard Insurance Company
Basic Employee Life \$.23/\$1,000
AD&D \$.035/\$1,000
Dependent Life \$.43/\$1,000

Flexible Spending Account: Benesyst
Health Savings Account \$3.68 per participant per month
Dependent Care Savings Account \$3.68 per participant per month

Cobra Administration: Benesyst

Employee Assistance Program (EAP): The Counseling Team
Supplemental Life Insurance: Standard Insurance
Supplemental Benefits: Colonial Insurance

SECTION III- PROPOSAL FORMS

REQUIRED CONTENTS OF PROPOSAL

PROPOSAL EVALUATION

REQUIRED CONTENTS OF PROPOSAL

The purpose of the Proposal is to demonstrate the qualifications, service level, cost for services, competence and capacity of the firms seeking to become an agent of record for the City of Moreno Valley. The proposal should address all the points outlined here as required.

A. Which benefits program(s) your firm is bidding to be an agent of record for.

B. Firm History and Experience:

1. Brief history of firm including size, employees and any specialty areas.
2. Background company data, including financial references.
3. Particular expertise or involvement in the insurance/employee benefits industry.
4. Municipality experience.
5. List of providers the firm is associated with.
6. Expected communication responsibilities.
7. Address, telephone number(s), website and e-mail address

C. Qualifications:

1. Description of service philosophy.
2. Conceptual program structure and pricing.
3. An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.
4. Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.
5. Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.
6. Detail of services that will be provided to the City.
7. Indicate current responsibilities of person designated to serve as lead contact for the City.

D. References:

1. List new clients and the clients that have left you within the last three years. Provide the contact names and telephone numbers.
2. List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.
3. Provide the contact names and telephone numbers of five (5) clients in the State of California with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.

E. Conflict of Interest:

1. Disclose any conflicts or perceived conflicts of interest.
2. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

F. Previous or current engagements with the City of Moreno Valley:

1. List of previous or current engagements with the City of Moreno Valley.
2. Describe what lead to the end of the engagement.

G. Proposed Fee for Services:

1. Explanation of compensation plans for your firm under this proposal including all services to be included in that fee.
2. The proposal should contain the proposed fee for services in either a fixed dollar amount or as a percentage of premiums paid for coverage. Fees are to be maintained at the proposed level unless approval is given by the City Council for a change in the fee structure or level.
3. List any additional service options, as well as the fee structure involved.
4. Indicate any alternate billing arrangements you would be willing to consider and under what circumstances they would be most appropriate.

H. Copies of the following items:

1. Errors and omissions coverage
2. Business license
3. Statement of compliance with federal and state laws.
4. Description of the firm's view of their responsibilities to the City in the provision of benefits brokerage services.

PROPOSAL EVALUATION

A. Criteria

The City will evaluate proposals based on the needs of the City and its employees. The following criteria will be used in evaluating each of the Agent/Broker responses:

1. Compliance with specifications.
2. Ability to provide strong administrative support and member services to the City.
3. Compliance with applicable State and Federal laws and regulations.
4. Financial position of the agency.
5. Cost.
6. Experience and Qualifications.
7. Local Service Provider Preference for Agent/Broker Office located within the City of Moreno Valley

B. Review of Proposals

A selection committee of the Financial & Administrative Services Director, Assistant to the City Manager, Human Resources Director, Human Resources Analyst and representatives of the City's three (3) employees associations, including the Moreno Valley Management Association, Moreno Valley Confidential Management Employees Association, and Moreno Valley City Employees Association will evaluate the proposals based upon the factors listed above and make a recommendation.

The City of Moreno Valley reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone nor is the City obligated to award only one agent of record.

TERM OF AGREEMENT

Term of Agreement

The successful candidate, or firm, will be required to enter into a written agreement with the City of Moreno Valley that will include service agreements and compensation for all coverage's.

The initial period of the Agreement will be from the date the City signs the Agreement through June 30, 2012. The Agreement shall be automatically renewed annually at the beginning of each fiscal year for a period not to exceed five (5) years, provided that funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley, and if no written notice of termination is received by either party.

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Wells Fargo Insurance Services

Request for Proposal Response

**City of Moreno Valley
Agent/Broker of Record for the City's
Employee Benefit(s) Program**

April 14, 2011

Together we'll go far



Exhibit B



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Executive Summary

Wells Fargo Insurance Services is among the nation's leading insurance brokerage, risk management, and employee benefits consulting firms and is supported by one of the world's largest and most respected financial services firms, Wells Fargo & Company (\$1.3 trillion in assets and 280,000 team members across 80+ businesses).

We are excited to have the opportunity to respond to the City of Moreno Valley Employee Benefits Consulting/Brokerage Services Request for Proposal and to share our extensive service capabilities with you. As the current broker for the City's benefits program, we are hopeful to continue bringing our full suite of services to the City for the benefit of your program, your staff and your employees and retirees.

- Identify cost savings and maximize every dollar spent on your benefits programs
- Provide a fresh and innovative approach to your health and welfare programs, including programs to incorporate your employees into the process of managing your health care costs
- Increase the operational efficiency of your Human Resources benefits administration staff

Based on the service expectations outlined in your Request for Proposal, we have centered our offer on:

- **Public Sector Experience**
- **Financial Acumen and Leverage**
- **Compliance Expertise**
- **Strategic Service and Support**
- **Value Added Services**

Public Sector Experience

Over the years of our relationship, we have focused on meeting the City's demand for a consultant/broker that can provide quality, cost-effective employee benefits products along with a breadth of knowledge and the public sector experience to balance the needs of staff, management and labor.

For more than 30 years, Wells Fargo Insurance Services has provided the same service approach to all of our public sector clients. We are highly confident that we can continue to improve the value of premiums spent, improve the stability of your plans and develop cost saving recommendations for the City. Our extensive service offerings for the public sector include:

- Health and Welfare Benefit Consulting
- Brokerage Services and Insurance Procurement
- Human Resources Support Services
- Legislative Compliance Services and Education
- Benefit Communication Services
- GASB 43 & 45 and Retiree Health Care Consulting
- Retiree Open Enrollment Fulfillment
- Online Enrollment
- Biannual Municipality Benchmarking Survey

Financial Acumen and Leverage

Our goal is simple – to leverage our strong carrier relationships to maximize your benefits dollar. We partner with you to develop a targeted strategy that meets the needs of your employee base, helps attract and retain a productive work force, aligns your plan with your financial goals, and adds value to the City.

Our reputation and size in the marketplace has earned us the mark of an "A" rated broker with all of the major insurance carriers, allowing us to get the best deals for our clients. We negotiate with all carriers and vendors and work with all funding types. We are confident we will continue to save the City in overall Health and Welfare costs.

Compliance Expertise

With our in-house Compliance Department, including eight ERISA attorneys and our Wells Fargo Employment Law HELPLINE, the City's Human Resources Department will continue to have full support in staying compliant on the benefit program and employment practices.

Strategic Service and Support

Wells Fargo Insurance Services' Employee Benefits division boasts a 96% client retention rate, due largely to our ability to truly augment and integrate our services into the cultural fabric of our clients. We feel strongly that we maintain among the highest client satisfaction and retention levels in the industry because we are trusted partners, not just brokers or consultants.

Service Excellence™

Our comprehensive Scope of Services and value added services offer unique solutions in an ever-changing employee benefits marketplace. We are innovative, proactive and deliver on what we say for our clients, balancing fiscal responsibility with enhanced service level and delivery. Our deep, tenured and dedicated Account Team will continue to provide flexible and proactive service support to the City.

Value Added Services

Employee Advocacy Tools

To ensure that the City's employees have full support in comprehending their benefits, we will provide them with complete assistance when complex issues arise through the following proprietary tools:

- **Online Employee Resource Center** - A customized benefits communication portal housing information on your full benefit program that can integrate with all of your other internal and external web based providers, delivering your employees and Human Resources staff a virtual benefits Intranet

Wells Fargo Employment Law HELPLINE

The City will have access, at no extra charge, to our Employment Law HELPLINE service which provides answers to your specific Human Resource and employment law questions.

In addition to our dedication to excellent service, you have the security of knowing that you're partnering with one of the world's largest and most respected financial service companies. In reading through our proposal, we hope you will gain an appreciation for our dedication to satisfying our clients' insurance needs and helping them attain success – a dedication we will continue to bring to all of our work with you. Ultimately, we hope that the City of Moreno Valley will select Wells Fargo Insurance Services to continue to perform as its employee benefits brokerage consultant and, most importantly, its trusted partner for years to come.



Stewardship Report

In addition to providing the information requested in the RFP, Wells Fargo Insurance Services would like to briefly recap the successes we have achieved for the City of Moreno Valley as your current employee benefits broker. We have partnered with your organization since March 17, 2008, and thus have established a 3 year working relationship. The Human Resources Director at the time was given instructions to cut 5 to 10% of the benefit cost. The results are shown below.

When we began working with the City, all of the current insurance carriers were in place. However, Wells Fargo Insurance Services has introduced the City to our proprietary insurance pools, which has saved the City money in premiums for the Dental Plans through Delta Dental, Life & Disability plans through The Standard, and Vision plan through Vision Service Plan (VSP). We were also able to obtain multiple rate guarantees for the policies through the Pool. We have a good relationship with all of the carriers, and join with the City and the carriers once a year for Open Enrollment, or more often in certain years as needed.

We have had a productive and enjoyable relationship strategizing on the City's insurance needs. We provide the City with all of the services described within this Response to the Request for Proposal. Some of our more recent accomplishments during our tenure include:

- Gary Delaney and Kristin Yokoyama have been actively involved on the City of Moreno Valley's account since our relationship began. We point this out as it shows continuity and the depth of knowledge we bring to you.
- Upon appointment as Broker of Record in March 2008, annual plan savings of **approximately \$60,000** was achieved without changing any carriers and without reducing benefits.
- Enhanced Life and Disability benefits for the employees while reducing the cost to the City by 12%.
- Marketed and implemented a new Flexible Spending Account administrator.
- City of Moreno Valley Vision Plan loss ratio has consistently run over 100%. The Wells Fargo Insurance Services Municipality Pool has kept the rates constant with very little increase (rate pass for 2011).
- We have consistently delivered renewals at or below industry trend, meeting or exceeding City budget mandates. Plans have maintained competitive pricing.
- Minor plan changes have been made for cost savings, but generally, benefit levels remain very generous.
- We update the postings, data and documents for the Online Employee Learning Center site for the City of Moreno Valley (formerly referred to as OERC). This is typically not a service we provide to other clients, but we do so as a value-added service to the City.
- The City is always invited to our Compliance Seminars. We continue to provide monthly compliance updates and off-cycle legislative alerts.

Renewal History (Increases/Decreases)

Below is a summary of renewals dating back to 2008, with increases and/or decreases indicated.

Renewal Date	Life	Disability	Vision	Dental	Deltacare (HMO)
May 2008	-5.7%	-5.0%	-5.0%	-14.8%	0.0%
January 2009	0.0%	0.0%	0.0%	0.0%	0.0%
January 2010	-10.6% (Eff. 7/1/2009)	0.0%	5.0%	5.2%	2.7%
January 2011	0.0%	0.0%	0.0%	4.8%	0.0%



A. Benefits Programs Bid

Which benefits program(s) your firm is bidding to be an agent of record for.

Wells Fargo Insurance Services is bidding to continue to be agent of record for all of the City's benefit programs, including Dental, Vision, Life and Disability and the Medical plan in the event the City decided to leave the CalPERS program.



B. Firm History and Experience

1. Brief history of firm including size, employees and any specialty areas.

History of the Firm

Wells Fargo Insurance Services has grown significantly since our inception in 1989, both through internal expansion and acquisitions. Our approach to acquisition has been to combine our national status and knowledge with the finest local and regional firms across the nation.

Today, we are the fifth largest brokerage in the world (*Business Insurance*, 2009) and the largest bank-owned insurance brokerage in the United States with more than 200 offices in 37 states. Our 9,500 insurance professionals place more than \$15.5 billion of risk premiums, with expertise in benefits, property, casualty, international, personal lines and life products.

We are an industry leader and innovator, with concentrated focus on the challenges and needs of municipalities and other public agencies. Our public sector expertise serves over 200 California cities, school districts, water districts and counties.

2. Background company data, including financial references.

Ownership Structure

Our parent company, Wells Fargo & Company, is a diversified, publicly traded (NYSE: WFC) financial services institution with \$1.3 trillion in assets. Our 280,000 team members provide banking, insurance, investments, mortgage and consumer finance to more than 48 million customers from more than 10,000 stores and the internet (www.wellsfargo.com) across North America and internationally.

Wells Fargo Insurance Services Facts

- **Fourth largest U.S. retail broker** and the largest bank-owned insurance brokerage in the United States
- **9,500 insurance professionals** place more than \$15.5 billion of risk premiums
- **Multi-line operation with expertise in benefits, property, casualty, retirement plan services, international and life products**
- **200+ offices** in 37 states; **Regional offices** provide all client decision-making, allowing for efficient and timely responses to important issues

Southern California Division Facts

- **Over \$27 million** in Employee Benefits Revenue and over 350 clients in a **diverse** group of industries
- **96% client retention rate** over the last 5 years (Employee Benefits Services)
- **Continuity of service** from highly trained, dedicated teams delivering proactive service
 - 18% of our employees with over 15 years of service with Wells Fargo Insurance Services
 - 50% of our employees with over 5 years of service with Wells Fargo Insurance Services
- **Dedicated teams** deliver proactive service
- **Experts in analyzing, designing and implementing** competitive benefit programs for the public sector



World's 10 largest insurance brokers

Ranked by 2009 brokerage revenues

Rank	Company	2009 brokerage revenue	% change
1	Marsh & McLennan Cos., Inc.	\$ 10,507,000,000	-8.21%
2	Aon Corp.	\$ 7,410,000,000	1.49%
3	Willis Group Holdings P.L.C.	\$ 3,210,000,000	-4.52%
4	Arthur J Gallagher & Co.	\$ 1,711,683,000	6.23%
5	Wells Fargo Insurance Services, Inc.	\$ 1,560,908,000*	-10.45%
6	BB&T Insurance Services, Inc.	\$ 1,081,485,400	12.40%
7	Brown & Brown, Inc.	\$ 964,862,833	-0.12%
8	Jardine Lloyd Thompson Group P.L.C.	\$ 957,983,370	-3.51%
9	Lockton Cos. L.L.C.	\$ 765,885,000	4.46%
10	Gras Savoye & Cie.	\$ 754,719,600	-4.02%

Source: July 19, 2010 issue, Business Insurance

*2009 revenues include Wells Fargo Insurance Services, Wells Fargo Insurance, Inc. and Rural Community Insurance Services.

3. Particular expertise or involvement in the insurance/employee benefits industry.

Service Approach

Wells Fargo Insurance Services specializes in clients of the City's size and complexity. Our focus on clients of 100 to 2,000 employees allows us to properly balance innovative strategies with practical solutions. Our client services delivery is creative, comprehensive and customized to each client.

We will differentiate ourselves by going well beyond delivering the basics of insurance brokering by:

- Listening to clearly understand your values, your issues, your wants and your culture and understanding how they work in conjunction with your benefits philosophy
- Forming a partnership with the City and building that partnership to the highest levels of trust and understanding
- Clearly understanding your issues, offering quality counsel and bringing together the resources and expertise to address those issues
- Always being alert to your wants and values and anticipating your needs
- Focusing our efforts and resources on assisting the City in managing and reducing your total cost of risk, not just your insurance premiums

Our goal has been and continues to be to serve as a valued extension of your Human Resources Department, understanding the City so well that we anticipate your needs and identify problems before they arise. This unique level of client relationship sets Wells Fargo Insurance Services apart from our competition. Our approach to service will continue to provide valuable cost savings to the City; our full-service model will continue to improve efficiency and accuracy for your Human Resources staff; and, our proactive service will continue to minimize or avoid problems that can be a burden to your Human Resources Department.



4. Municipality experience.

Public Sector Experience

We currently provide full employee benefit consulting/brokerage services to 150 municipalities in California. Below we have provided a partial listing of our municipal clients that we have serviced for five years. We would be happy to provide more detailed contact information for specific municipalities upon request.

- City of Cerritos
- City of Chino Hills
- City of Colton
- City of Corona
- City of Culver City
- City of El Segundo
- City of Garden Grove
- City of Hawthorne
- City of Indian Wells
- City of Indio
- City of Inglewood
- City of Manhattan Beach
- City of Murrieta
- City of Norwalk
- City of Palm Desert
- City of Palm Springs City of Pico Rivera
- City of Pismo Beach
- City of Rancho Cucamonga
- City of San Luis Obispo
- City of Santa Barbara
- City of Santa Fe Springs
- City of Temecula
- City of Thousand Oaks
- City of Torrance
- City of West Hollywood
- City of Ventura

The public sector expertise provided by Wells Fargo Insurance Services includes:

- Benefits consulting to over 200 California government agency clients (150 are municipal clients)
- Design and implementation of cost saving alternative (HSAs, HRAs and Wellness Programs)
- Development of successful city purchasing pools providing group insurance programs for 40,000 employees and over 100 cities
- Extensive labor union expertise
 - Proven track record of obtaining consensus with bargaining groups for short- and long-term strategies
 - Focus groups and education for unions on health care benefit trends
- Providing agencies with GASB 43 & 45 compliance and funding solutions
- Custom employee and retiree benefit communications
- In-house compliance department staffed by attorneys and paralegals who specialize in public sector matters

We have also provided:

- Consulting for FSA/cafeteria plans
- Implementation (using Third Party Administrators) for COBRA services
- Actuarial services for retiree health benefits and for calculating GASB liabilities

Proprietary Public Sector Programs

Since 1996, Wells Fargo Insurance Services has been an innovator in developing and implementing proprietary programs to meet the primary employee benefit coverage needs common to public sector organizations. These programs have provided our public sector clients with flexibility in benefit choices as well as premium savings and stability over several years. We have extensive experience in developing group purchasing pools on both a fully-insured and self-funded basis.

Multiple ChoiceSM

For public sector clients interested in a unique solution outside of conventional markets, Wells Fargo Insurance Services developed the Multiple Choice program. Originally designed as an alternative to CalPERS benefit plans, Multiple Choice offers a range of medical plan options, a flexible benefits and contributions structure, an extensive provider network and long-term financial stability.

- Provides comprehensive benefits, comparable to plans available through conventional markets or CalPERS
- Helps you control costs with flexible plan design options in the areas of eligibility, waiting periods, conditions of coverage, deductibles and copays
- Allows employees and retirees to choose from among three HMOs, a PPO and a Consumer-Driven option that combines a PPO platform with a "first dollar personal care account"
- Features reduced retention charges from carriers, as well as providing administrative support from Wells Fargo Insurance Services' specialists and an employee health advocacy call center
- Includes clear, reader-friendly plan communications and enrollment materials for actives and retirees
- Includes employee and retiree call center for benefit related questions

Municipality Benefits Pool

The Wells Fargo Insurance Services Municipality Benefits Pool provides low-cost, high-quality, non-medical benefits to over 150 California municipalities from recognized specialty carriers. The pool is designed to replicate existing entity employee benefits while reducing premiums through the market leverage of a purchasing cooperative. Instead of acting as individual entities purchasing cost-effective benefits coverage, entities become part of a significantly larger participant group. Advantages are:

- Individually customized plan design for each entity
- Premium savings up to 20% over traditional markets for specific lines of coverage
- Multiple-year rate guarantees for budget stability

Members realize maximum savings by electing the multi-line package of coverages and, at the same time, contributing to the growing strength of the overall purchasing cooperative. Each participating carrier is considered best in its class, with proven financial and management stability ('A' or better industry rating).



5. List of providers the firm is associated with.

We are licensed to work with all national and local carriers on all lines of coverage. We also work with all major Third Party Administrators (TPAs) and administrative outsourcing vendors and provide comprehensive evaluation, negotiation and management. Our diverse client base demands that we have broad access to domestic and international carriers and vendors.

Below is a short list of the major carriers that we work with on behalf of our clients.

Coverage	Carrier(s)	Additional Services/Benefits
Medical	Aetna Anthem Blue Cross Blue Shield of CA Cigna	Health Net Kaiser Permanente UnitedHealthcare
Dental	Aetna Ameritas Anthem Blue Cross Assurant Blue Shield of CA Cigna Delta Dental Dental Health Services	Guardian Humana MetLife Premier Dental Principal The Standard United Concordia UnitedHealthcare
Vision	Ameritas Anthem Blue Cross Cigna EyeMed Guardian	MES Vision The Standard UnitedHealthcare VSP
Life/Disability	Aetna Anthem Blue Cross Assurant Blue Shield of CA Cigna Guardian Hartford Lincoln Financial	MetLife Mutual of Omaha Principal Prudential Reliance Standard The Standard UnitedHealthcare Unum



6. *Expected communication responsibilities.*

The City is serviced from our Torrance, California office. Our size is competitive with other national consulting/brokerage firms with offices in the Western United States; however, those firms are not able to boast tenured and experienced staff or 96% client retention.

All service, decision-making, and executive management is based in Torrance. This allows us to direct all of our energy and resources to our clients while making important decisions quickly and efficiently. In order to ensure that each client feels that they are our "only client," we maintain a low client ratio per team member.

We have assembled a deep, experienced team providing a broad range of resources to service the City. All members of the account team work collaboratively to assure all of the City's objectives and timelines are met.

Our "only client" service philosophy goes beyond the traditional broker services model and allows us the opportunity to see and understand your perspective so that we can be proactive in our approach, communicate in a timely manner and address issues before they arise.

7. *Address, telephone number(s), website and e-mail address.*

Wells Fargo Insurance Services USA, Inc.

Gary Delaney, CEBS, Senior Vice President

21250 Hawthorne Boulevard, Suite 600

Torrance, CA 90503

Phone: (310) 543-9995

Fax: (310) 543-9905

E-mail: gary.delaney@wellsfargo.com

Website: wellsfargo.com/wfis



C. Qualifications

1. *Description of service philosophy.*

Service Philosophy

Our Employee Benefits professionals deliver **total customer care**, ensuring that the City's benefits program features:

- Comprehensive, competitive plans with the best possible pricing
- Full compliance with federal and state mandates
- Efficient, accurate communications and administration
- Effective employee advocacy

At the heart of what makes our process so unique is the Wells Fargo Insurance Services' culture, characterized by:

- | | |
|--------------------------------|---|
| ■ Technical excellence | ■ Creativity applied to practical solutions |
| ■ Integrity and sound judgment | ■ Initiative and personal responsibility |
| ■ Responsiveness | ■ On-target results |

Our overall goal as your employee benefits consultant is to understand your objectives, work to reduce future costs, enhance the benefit menu with creative and valued plans, and provide long term financial management strategies. We will always strive to provide the best possible solutions to fit the City's unique needs.

2. *Conceptual program structure and pricing.*

A majority of Wells Fargo Insurance Services' public sector clients prefer to have us compensated on a commission basis. This allows our clients to contact us with questions or requests as often as they wish, without fear of hourly billing fees. We have no preference whether we are compensated on a commission or fee basis.



3. *An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.*

Account Team for the City of Moreno Valley

We have assembled a service team under the management of Gary Delaney, CEBS, Senior Vice President, in our Torrance office. Gary will have overall responsibility for the City of Moreno Valley account. His team will draw upon years of experience working with similarly situated public sector clients.

As outlined in the following chart, each member of the City's account team brings unique qualifications essential to delivering the services that you require.

Team Member Primary Office	Title # Yrs Industry Experience	Roles, Responsibilities and Tasks
Gary Delaney, CEBS Torrance, CA	Senior Vice President and Team Leader 29 years	Executive oversight of the account. Directs team resources and assists with strategic and financial planning. Directs account team in delivery of services.
Kristin Yokoyama, CEBS Torrance, CA	Assistant Vice President 24 years	Leads financial analysis, renewal negotiations, and marketing process. Manages specific projects, including policies and procedures, ensuring administration supports business rules along with vendor performance.
Arlene Farfan Torrance, CA	Account Manager 13 years	Manages day-to-day administrative and/or member service issues; implementation and/or ongoing service of vendors, contract review, and vendor performance.
Liliana Salazar Torrance, CA	Vice President of Compliance 13 years	Work collaboratively with account team members to support client's compliance and regulatory needs. Provide client compliance education via legislative seminars.
Daniel Kopti Torrance, CA	Manager of Compliance 17 years	



Account Team Biographies

Gary Delaney, CEBS

Senior Vice President and Team Leader, Employee Benefits Services, Torrance, CA

Gary currently works with our mid- to large-size clients as account director and team leader. Gary has been active in the employee benefits field since 1979, joining with Wells Fargo Insurance Services as one of the firm's shareholders, with management and client responsibilities covering a wide range of employee benefit issues.

Gary is an industry innovator in dealing with mid- to large-market employers and has established broad-based purchasing pools for providing competitive employee benefits. Because of his strong underwriting and financial background, Gary is adept at constructing and negotiating exceptional terms for his clients at installation and during the renewal process. Gary also serves as Practice Leader for Wells Fargo Insurance Services' Public Entity Business Sector for the Southwest Region.

Gary holds a Bachelor of Science degree in Finance from California State University at Northridge and has been the recipient of numerous civic awards and distinctions over the years, including notice in the 1992 edition of "Who's Who Among Rising Young Americans" and the 1998 edition of "Who's Who in Executives & Professionals". He serves on the Board of Directors of Torrance South Bay YMCA. In 2005, Gary was designated a Certified Employee Benefit Specialist (CEBS) by the International Foundation of Employee Benefit Plans and the Wharton School of the University of Pennsylvania.

Kristin Yokoyama, CEBS

Assistant Vice President, Employee Benefits Services, Torrance, CA

Kristin has worked with public sector agencies and private industries for the past 23 years, including 60 cities and 31 school districts and community colleges throughout Central and Southern California.

In Kristin's current position, she is responsible for the daily management of the Wells Fargo Insurance Services' Municipality Pool, coordinating all communications of plan enhancements, new benefit offerings, and renewals. Her primary account responsibilities include overseeing the implementation of new products, negotiating renewals, establishing accruals for self-funded plans, and managing the daily service needs for clients. On an as needed basis, she has conducted focus groups, educating employees on their public sector benefits. Kristin has worked with us for six years.

Prior to working with public entities, Kristin worked with national employers focusing on strategic forecasting, designing benefit portfolios, and providing due diligence for new acquisitions. Her background includes experience with self-funded plans, ancillary benefits, and Section 125 programs. In addition, Kristin served as Director of Client Services for a web-based enrollment firm overseeing personnel responsible for the implementation of online enrollment systems. She started in employee benefits with Metropolitan Life Insurance Company in Tampa, Florida and spent nine years in the sales and service department in Orange, California.

Kristin is a graduate of University of Florida with a degree in Finance and earned her Certified Employee Benefits Specialist (CEBS) designation through the Wharton School of the University of Pennsylvania.



Arlene Farfan

Account Manager, Employee Benefits Services, Torrance, CA

Arlene began her career in employee benefits in 1998 and joined Wells Fargo Insurance Services in 2010. Prior to joining the company, she worked as a benefit administrator for a Professional Employer Organization and was later recruited to Anthem Blue Cross. There she worked as an Account Manager for ten years specializing in mid-size business.

Arlene is experienced in administering renewals, installing new group insurance for existing and new clients, preparing contractual changes, providing employer training on online benefit enrollment systems and implementation, resolving claim and billing issues, and coordinating and conducting enrollment meetings. Arlene holds a Bachelor of Science in Business Management from Pepperdine University.

Liliana Salazar

Vice President of Compliance, Employee Benefits Services, Torrance, CA

Liliana joined Wells Fargo Insurance Services in 1997. Her current responsibilities include overseeing our Compliance Department that consists of eight dedicated individuals in four of our California offices.

Liliana drafts customized Summary Plan Descriptions, Plan Documents, and Summaries of Material Modifications for Welfare and Fringe Plans. She also conducts compliance audits of Welfare and Fringe Plans to determine their conformity with federal and state regulations.

Additionally, Liliana assists our clients in the private and public sector with design, implementation and administration of full flex cafeteria plans and oversees the Employee Benefits section of CyberSure®, Wells Fargo Insurance Services' interactive web-based employee benefits and human resource database. Liliana was also appointed Privacy officer to ensure our firm's, our business associates' and clients' compliance with HIPAA Privacy and EDI Standards.

Prior to joining Wells Fargo Insurance Services, Liliana worked in Columbia as in-house counsel for Multinspec, Ltd. and Thomas Miller, Inc. Americas.

Qualifications

- B.A. in Latin American History
- J.D. from Universidad de Los Andes, Columbia
- Member of the Los Angeles County Bar Association - Health Law and Employment Law Sections
- Member of the Beverly Hills Bar Association - Employment Law Section
- Active Member of CEBS and EBPA



Daniel Kopti

Manager of Compliance, Employee Benefits Services, Torrance, CA

Daniel joined Wells Fargo Insurance Services in 2006. His current responsibilities include overseeing compliance activities in our Torrance, CA and Carlsbad, CA offices.

Daniel has over 15 years experience in handling legal issues relating to group health and welfare benefit plans, including designing, drafting, and amending plan documents, summary plan descriptions, communications materials, enrollment forms, funding vehicles (such as VEBA trusts) and government filings. He has implemented strategies to change retiree medical benefits and to integrate healthcare benefits with Medicare, Workers' Compensation, and other programs; assisted plan and trust fiduciaries in compliance with their fiduciary duties under federal law; reviewed and negotiated contracts with third-party administrators, insurance companies, and other service providers; evaluated appeals and drafted responses under claims and appeals procedures; handled government audits and inquiries; and, advised clients regarding potential and ongoing employee benefits plan litigation.

Prior to joining Wells Fargo Insurance Services, Daniel was employee benefits counsel in the law departments of Northrop Grumman Corporation and Georgia-Pacific Corporation. He has also worked as an employee benefits attorney at several law firms in Los Angeles, CA and Atlanta, GA.

Qualifications

- LL.M. in Taxation from New York University School of Law, New York, NY
- J.D. from the University of Pennsylvania Law School, Philadelphia, PA
- B.A. in History from Yale College, New Haven, CT
- Active Member of American Bar Association and the State Bars of California and Georgia

4. Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.

CyberSure®

Your Human Resources staff has full access to CyberSure, our proprietary, award-winning, 24-hour-a-day, 7-day-a-week online employee benefits and human resources database. CyberSure is home to valuable reference materials, market trends, and general product information.

On CyberSure, your Human Resources Department are able to access laws and regulations impacting their group health plan at a federal and state level, in addition to valuable Human Resources information on employment related matters. Some of the topics available include Fair Labor Standards Act, payroll administration, labor relations, compensation, retirement benefits, and recruitment and retention.

CyberSure access includes:

HR AnswerSource

Updated each week by The Bureau of National Affairs, HR AnswerSource delivers up-to-date legal and regulatory information directly to the human resource professional's desktop. Quick reference to research and law summaries in the categories of Benefits Administration, Labor Relations, Payroll Administration, Wage and Hour Law and more.

HR Center

Advice and ideas from Human Resources consultants and management experts on recruiting, retaining and developing the workforce.

Legislative Updates

Timely summaries of state and federal laws affecting employers and their health and welfare plans. Updates include real life recommendations employers can adopt to begin complying with legislative changes. Updates will be e-mailed to the City's Human Resources staff on a monthly basis.

Wells Fargo Insurance Services' Seminar Presentations

Archived PowerPoint presentations from previous seminars on Health Care Reform, COBRA, HIPAA, Domestic Partners, Medicare and other Human Resources topics.

Links & Resources

Broad base of benefits related information and resources from ERISA to HIPAA.

Model Forms and Manual Library

Forms, summaries, and manuals for training on Cafeteria Plans, COBRA, Domestic Partners, Electronic Communication, HIPAA Portability, Privacy and Security, Leaves of Absence, Life Insurance, Medicare Part D, Summary Plan Description Requirements and USERRA.

Wells Fargo Employment Law HELPLINE

In addition, the City will have access, at no extra charge, to our Employment Law HELPLINE service. The HELPLINE gives users telephone consultation access to experienced attorneys from the national employment law firm of Epstein, Becker & Green LLP, who help organizations deal with issues ranging from basic regulatory and compliance concerns to policies and procedures to complex personnel situations. These human resource services include:

- **Online access** to employment law attorneys
- **Briefcase and HR Law Library** – Content is provided by CCH/KnowledgePoint, the leading publisher of legal, HR, tax, and employment law information in the United States. Information includes federal and state specific law changes, template letters, recent court rulings, forms, and checklists.
- **Monthly HR Express Updates and Alerts** – Each e-mail update contains an interactive question and case digest of the month, federal and state specific law changes, as well as other valuable HR information.
- **Employment Labor Law Audit (ELLA)** – Users receive access to this management tool that helps employers detect hidden problems, develop positive employee relations, implement risk reduction strategies, benchmark best practices, and prioritize corrective measures.

How does this differ from some of the other similar services that competitors are offering?

- The Wells Fargo Employment Law HELPLINE is serviced by employment law attorneys from a national law firm *not* "HR Specialists."
- HELPLINE attorneys are professionals with 10+ years experience, *not* paralegals or first year attorneys
- Answers are specific and documented *not* cookie-cutter answers from a database
- All correspondence is kept strictly confidential, *not* shared with your insurance company
- You can ask questions online or toll-free over the phone
- Responses are given no later than the end of the next business day for all questions asked
- Unlimited phone/email questions and answers are protected by attorney/client privilege
- Attorneys respond to more than 60 different HR and Employment Law issues
- Online content is updated daily by Business & Legal Reports, Inc., a national leader in HR online content



Online Employee Resource Center

The City of Moreno Valley is a current user of our online benefits communications portal, the Online Employee Resource Center.

The Online Employee Resource Center increases the overall value of your benefits program by improving communication and accessibility. It can serve as your benefits Intranet, linking your benefit plans and important postings with third party vendors' websites, creating one place to go to find and link to all your benefits information. Employees have the ability to access dynamic benefits plan information comparisons, download important benefits forms, and search general life events and government plan information for answers to questions normally directed to Human Resources.

- Reduces the paper, phone calls, and manual data administration related to Human Resources and benefits
- Helps employees and dependents get answers and make decisions impacting their health, family, finances, retirement, career, and life events, such as getting married or having a baby
- Drives effective employee self-service by delivering personalized and meaningful content and services to employees across a single and consistent portal

Major Features

- Current benefit summaries (Future and Expired plans available), loaded by Wells Fargo Insurance Services
- Plan comparisons and benefits document postings (PDF, Word, Excel, PowerPoint, Plain Text)
- Live carrier website links
- Employee self-help resources: Understanding Benefits; Life Events; Health News; Calculators
- Document posting tool for HR users only

The Online Employee Resource Center can be fully customized to include the City's:

- Logo and home page employee welcome message text (updated as frequently as desired)
- Benefit plan summaries and corresponding benefit plan document postings (e.g., enrollment forms, claim forms, HIPAA Authorization forms, Summary Plan Descriptions, rate and contribution overviews, etc.)
- Carrier and vendor website links (including link to any online enrollment tool)
- City information (e.g., news, announcements, handbooks, policies and procedures, etc.)



5. Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.

Below we have included a sample timeline for the upcoming plan year.

2011/12	Service
June, 2011	<ul style="list-style-type: none"> ■ Strategic Planning Meeting ■ Discuss objectives of the City; review benefit administration system to assist with open enrollment
July, 2011	<ul style="list-style-type: none"> ■ Provide the City with experience updates for the Dental and Vision plans. Prepare renewal projections for the upcoming plan year.
August, 2011	<ul style="list-style-type: none"> ■ Present Dental and Vision renewals for 2012 contract year ■ Review Dental and Vision contracts for the 2012 contract year
September, 2011	<ul style="list-style-type: none"> ■ Follow up with City on any outstanding renewal items for 2012 contract year ■ Provide an updated report on the progress of Healthcare reform
December, 2011	<ul style="list-style-type: none"> ■ Provide a 4th quarter update on Health Care Reform
January, 2012	<ul style="list-style-type: none"> ■ Report on implementation of any new plans or programs adopted during the City renewal process.
February, 2012	<ul style="list-style-type: none"> ■ Provide a 1st quarter update on Health Care Reform
March, 2011	<ul style="list-style-type: none"> ■ Provide report on any relevant enrollment shifts within the City dental or vision plans
April, 2012	<ul style="list-style-type: none"> ■ Provide 2nd quarter update on Health Care Reform



6. *Detail of services that will be provided to the City.*

Service Excellence™

The ability to develop trust with our clients and become an invaluable resource to their Human Resources and Finance departments is driven by the strength of our proven Service Excellence™ process. Service Excellence™ is delivered through our four core competencies:

- Strategic Benefits Planning
- Aggressive Cost Control
- Employee Education and Advocacy
- Compliance and Administrative Experience

While the employee benefits world has become increasingly complex and challenging, our clients consistently praise our ability to simplify the process by expertly managing these core competencies. Each competency in our Service Excellence™ process is further organized into our **Scope of Services** – 16 distinct areas of expertise, all offered as our standard core services:

STRATEGIC BENEFITS PLANNING	AGGRESSIVE COST CONTROL	EMPLOYEE EDUCATION AND ADVOCACY	COMPLIANCE AND ADMINISTRATIVE EXPERIENCE
ASSESS Employee Benefit and Employer Service Needs	NEGOTIATE Benefit Plan Renewals	ORCHESTRATE Benefit Plan Enrollment and Implementation	IDENTIFY and Support Regulatory Compliance Responsibilities
FORECAST and Benchmark Benefit Plan Costs	EXPLORE Market Options	EDUCATE Employees on Their Benefits	OUTLINE Procedures for Ongoing Plan Administration
DESIGN Competitive, Cost Effective Benefit Plans	EVALUATE Outsourcing and Technology Solutions	ASSIST Employees with Unresolved Carrier Issues	MONITOR Carrier Performance
DEVELOP Strategic Client Service Plans	CREATE Awareness of Proprietary Risk Pools	ADVOCATE Wellness and Healthy Lifestyles	COORDINATE Internal and Third Party Processes

On the following pages, we have illustrated how each service outlined in “Agent Scope and Responsibilities” of the City’s RFP will be met by one of our core services.

Strategic Benefits Planning

ASSESS Employee Benefit and Employer Service Needs

We develop an in-depth understanding of your current benefit plans, work site and employee profile, and benefit strategies. Using this information, we assist you to articulate your benefit program needs, priorities and imperatives.

FORECAST and Benchmark Benefit Plan Costs

To ensure that the City’s costs and employee contributions are competitive, we will analyze and forecast plan costs using market and industry-specific data. We will use the best information compiled from our own proprietary data resource, as well as all employee benefits industry surveys, to compare your benefit plan structure and cost with peer public entities.

- 4. Assist the City with reviewing claims data and determining premium impact of any coverage changes.
- 16. Analyze the report utilization trends and cost. Help to provide management and staff overview education on how best to utilize and limit premium increases.

DESIGN Competitive, Cost Effective Benefit Plans

Armed with up-to-date information on industry benchmarks, insurance carrier product pricing and your objectives, we lead a collaborative process to develop or update benefit plans for employees, their dependents and retirees.

1. *Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out-of-pocket payments, etc.*
8. *Assist the City with Benefit Plan Design to contain cost and maximize benefit effectiveness.*

DEVELOP Strategic Client Service Plans

We apply the knowledge gained from our needs assessment, benchmarking results, and plan design objectives to develop a Client Service Plan, a formal document that identifies services and deliverables we will provide to you throughout the plan year and provides a look back on services provided and projects completed.

Aggressive Cost Control

NEGOTIATE Benefit Plan Renewals

Armed with intensive market knowledge, comparative renewal data from other clients, records of service performance and robust technical expertise, your Wells Fargo Insurance Services account team will be diligent in using our underwriting expertise to aggressively negotiate on your behalf to provide a fair and competitive renewal.

7. *Assist the city with Benefit Renewals through ensuring that all providers that meet City needs receive proposals and seek alternative coverage if requested.*

EXPLORE Market Options

When necessary, we will provide a comprehensive carrier marketing analysis based on your needs assessment. It will encompass your goals and objectives – meeting budget constraints, providing a competitive plan design, reviewing network accessibility, and providing expected customer service.

9. *Assist with setting up the renewals timing schedule annually. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side by side reporting for City review. Prepare and/or review and advise on contract renewals.*

EVALUATE Outsourcing and Technology Solutions

We recognize that technological capabilities and expertise are an essential part of creating efficiency for most employers. We have developed internal technology solutions and cultivated strategic partnerships with major vendors who offer advanced solutions. We assist you to determine if outsourcing is necessary and what technology services might be required.

CREATE Awareness of Proprietary Risk Pools

When applicable, benefits cost can be reduced or additional benefits provided by creating or joining a pool of employers whose risk can be underwritten as a group. These risk pools include industry associations, affinity groups, carrier-developed products from targeted market segments and General Agent programs.

Employee Education & Advocacy

ORCHESTRATE Benefit Plan Enrollment and Implementation

During open enrollment, your client service team will ensure a well-executed and thoroughly managed implementation of any carrier transitions, if applicable. We will instill confidence that employees and retirees will have the information and tools needed to comprehend their benefits and the overall value of their benefits program.

EDUCATE Employees on their Benefits

Your account team delivers employee/retiree education regarding the benefits package, what providers to use, how billing works, and who to call with questions. Open enrollment meetings and timely communication pieces can be practical means of educating your employees on their benefits program and ways to maintain health.

10. *Coordinate and conduct routine employees benefits fairs and periodic wellness information seminars.*

ASSIST Employees with Unresolved Carrier Issues

Resolution of employee carrier issues is an integral part of every benefits education campaign we develop for our clients. We realize, however, that occasionally the normal member service channels may not deliver timely or accurate resolution of an issue for an employee. When that occurs, your account team will work in partnership with the City's Human Resources department to elevate the issue appropriately within the carrier's organization for effective resolution.

5. *Assist the City as requested in submitting claims and interpreting coverage as applied to claims.*

ADVOCATE Wellness and Healthy Lifestyles

Employers are striving for a healthier workforce, which translates into improved productivity, reduced absenteeism and longer-term cost savings. To meet this goal, we provide clients with an orientation to the employer's emerging role in wellness. We present organized information and resource materials for the building blocks required for a comprehensive wellness program, including vendor evaluation and selection.

Compliance and Administrative Experience

IDENTIFY and Support Regulatory Compliance Responsibilities

Your account team, supported by staff ERISA attorneys, identifies requirements for keeping your plan in compliance with federal, state, and municipal laws and regulations governing employee benefits plans. Additionally, we assist you with details of interpreting regulations when it is within the scope of our license.

6. *Assist with COBRA/HIPAA administration audits, 5500s, forms and questions as needed.*
11. *Provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.*

OUTLINE Procedures for Ongoing Plan Administration

We coordinate responsibilities and procedures for your Human Resources staff who administer employee additions, terminations, COBRA pricing, eligibility, billing reconciliation, escalation of employee issues, carrier relations and periodic reporting. We research and respond to questions on administrative topics or with an outsourcing partnership.

2. *Review coverage documents and invoices to assure coverage has been correctly issued and billed.*
3. *Advise the City on potential gaps or overlaps in coverages.*
13. *Establish relationships with those providers that will most greatly benefit the needs of the City of Moreno Valley.*
15. *Prompt response to questions and requests is an absolute requirement. It is expected that there will be more than one individual within the firm capable of addressing possible concerns of the City.*

MONITOR Carrier Performance

We monitor your strategic carrier partners' service levels, financial stability, and accuracy in contracts and/or materials provided.

COORDINATE Internal and Third Party Processes

We will coordinate information exchanges and monitor transaction accuracy between you and your vendors to ensure that the performance of vendor services meet your expectations.

12. *Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the City as needed.*
14. *The successful candidate will be in contact with the City's Human Resources Director and Human Resources Department staff in all matters as they relate to benefit insurance for the City. Said candidate will also be required to address the City Council or City staff as the need arises.*



Benchmarking/Actuarial Services

Your Wells Fargo Insurance Services account team has access to a wide variety of forecasting tools, calculators and reports that can help analyze plan performance and assist in strategic planning and the decision-making process. Some of these tools include: Midpoint Trend Calculator, Claims Utilization Benchmarks, Plan and Rx Plan Change Pricing Calculators, Pre-Renewal Projection Calculator, and ASO Claim Projections.

We offer both actuarial and underwriting services to monitor the financial performance of the City's plans and conduct annual reviews on your behalf. It is customary for your account team to conduct their own underwriting analysis and, when appropriate, to use that in negotiations with the carrier. Our standard procedure is to determine our own pricing and communicate in advance of receiving any renewal from your vendors. We survey all national vendors by product to determine external or industry trends. We base our projection on both internal and external trend data and use that information to successfully negotiate the best deal for our clients.

The senior staff members of your account team have years of experience with claims and financial analysis, including underwriting expertise. We will review and analyze claims and utilization reports provided by each carrier and provide quarterly summary reports, as well as annual detailed reports. With each, we will provide our observations and identify any emerging trends, so that we can develop our strategy on possible solutions to address those issues. For more in depth data mining: for prescription drug claims we have a proprietary program through our Wells Fargo Pharmacy Solutions division and for medical claims we have access to reputable industry programs such as D2-Hawkeye and Zywave.

Renewal Approach

Our approach to renewals is based upon a three-way partnership between the City, Wells Fargo Insurance Services and each carrier or vendor. Armed with intensive market knowledge, comparative renewal data from other public sector clients, records of service performance issues and robust technical expertise, you can be comfortable in the knowledge that your account team will be diligent in aggressively negotiating on your behalf to provide a fair and competitive renewal.

To demonstrate how this partnership approach ensures a timely and effective renewal process, below we have included a sample timeline for a fully-insured medical insurance renewal based on a client of the City's size and complexity.

Sample Renewal Timeline Tasks	Typical Deadline Days from Renewal Date
Pre-Renewal Strategic Planning meeting: Discuss evaluation of prior plan year's renewal and goals for current plan year's renewal	180 days
Wells Fargo Insurance Services requests renewals from carriers	150 days
The City provides current census data	120 days
Wells Fargo Insurance Services distributes marketing specifications (RFP) to carriers for alternative bids, if necessary	120 days
RFP and Renewal deadline: Wells Fargo Insurance Services evaluates proposals, negotiates with carriers, and prepares renewal/marketing report	90 – 100 days
Present renewal and marketing results to the City	75 – 90 days
The City and Wells Fargo Insurance Services make final decisions on carrier selection, plans and employee contributions	60 – 75 days

Overall, we know that service performance and flexibility are key components of each carrier or vendor relationship. We will assess if the carrier partner is fulfilling your appropriate level of satisfaction in these areas on an ongoing basis. When performance guarantees are in place, we will review each area of the agreement to assess whether or not the carrier has met expectations. If they are not performing to your standards, we will strategize with you to determine the appropriate course of action at the next renewal.

When necessary, we will provide a comprehensive carrier marketing analysis based on your needs assessment. It will encompass your goals and objectives – meeting budget constraints, providing a competitive plan design, reviewing network accessibility, and providing expected customer service.

Together, we will determine whether marketing the City's benefit plans is warranted based on each carrier's service performance, administrative or network issues, and your budget expectations.

Marketing

Once the strategic benefits plan has been established with marketing or budget needs identified, we will manage the entire marketing, contract/rate negotiation, implementation, compliance and contract review process. Our recommendations will always be based on our determination of the carriers and/or vendors that present the best match for your overall objectives.

In most cases, the amount of premium we place with the insurance markets place us at the top of their brokerage relationships. This high level of volume and market advantage allow us to provide our clients with an exceptional level of negotiating leverage in the prompt resolution of employee or administrative issues, as well as the marketing and placement of their insurance programs.

Marketing Philosophy

Our consulting approach is always to assure that the City's objectives are being met, including comprehensive coverage at a fair price with financially sound and quality insurers. Many brokerage or consulting firms operate on the notion that marketing their clients' plans every year meets this objective and validates their services to the client. At Wells Fargo Insurance Services, we know the value of strong relationships. When carrier service is good, we believe continuity in the interest of establishing a long-term relationship benefits our clients.

However, we also know there are times when undertaking a market survey is the appropriate action. We feel a marketing review is in order when one or more of the following occur: 1) the product or network do not meet your objectives; 2) cost is not competitive; 3) financial stability of the carrier is in question; and/or 4) service is deficient. When a marketing review is needed, we will jointly establish objectives with the City and utilize our expertise, extensive market knowledge, and carrier leverage to conduct a comprehensive assessment based on your objectives.

We offer the following services to effectively and efficiently manage the entire marketing process:

Request for Proposal (RFP) Development and Submission

- Develop and assemble RFP specifications based on the City's needs assessment
- Identify all qualified carriers/vendors
- Submit RFP to all qualified carriers/vendors
- Manage carrier/vendor queries in an efficient and timely manner, working closely with carriers/vendors to ensure their proposals reflect requested parameters, based on the plans they are able to offer



Proposal Analysis

- Review proposals and evaluate carrier/vendor responses based on the criteria set by the City and Wells Fargo Insurance Services
- Follow up with carriers/vendors for missing information
- Preliminary negotiations of fees and premiums with carriers/vendors chosen for finalist stage
- Present findings with options and recommendations to your Human Resources staff and management

Final Negotiations

- Negotiate rate and performance guarantees with chosen carriers/vendors
- Schedule site visits with carriers/vendors (if necessary) or finalist interviews
- Check carrier/vendor references of active and terminated clients
- Notify carriers/vendors of selection and confirm costs

Our recommendations will always be based on our determination of the carriers and/or vendors that present the best match for the City's overall objectives, including:

- Carrier / Vendor's network access for all benefit plans
- Ability of the carrier / vendor to control costs
- Level of service, including claim and other related performance guarantees
- Administrative capabilities and flexibility
- Carrier / Vendor's installation resources and track record
- Needed data reporting capabilities and the carrier / vendor's demonstrated quality of care initiatives
- Evaluation of alternative funding mechanisms based on the City's risk tolerance

Cost Control Strategies

We are fully aware that cost is a key factor in developing any strategic benefits plan and that solid financial management is of critical importance to the City.

We specialize in servicing clients of your size. Our financial expertise and strong carrier relationships have allowed us to achieve superior cost savings and deliver competitive insurance rates to clients like the City for many years. While we cannot guarantee savings for your benefits program, we can guarantee the same level of comprehensive financial analysis and diligent effort to achieve the most cost savings possible for you.

Financial management and analysis of claim and utilization data is a valuable cost control service that we offer. Our goal is to monitor and interpret key financial data to guide you in budget planning, renewal negotiation, and plan design. Our expertise in servicing clients of your size allows us to understand the delicate balance you encounter between embracing innovative strategies and finding practical solutions.

Wells Fargo Insurance Services would conduct an initial evaluation of the City's current employee benefits solution which would help determine where cost savings could be realized.

The senior staff members of your account team have years of experience with claims and financial analysis, including underwriting expertise. We will review and analyze claims and utilization reports provided by each carrier and provide monthly summary reports, as well as annual detailed reports. With each, we will provide our observations and identify any emerging trends, so that we can develop our strategy on possible solutions to address those issues.

We monitor and report on large claims. Large claims reports are supplied quarterly, but can be requested on a monthly basis. We also provide case management and disease management effectiveness and utilization reports. Large case management is provided by your best-in-class carriers. We will work with them to monitor and support their services. In addition to large claims reports, we also monitor stop loss/pooling levels, Rx reports and trends, diagnosis and treatment reports, and more.

Methods of Reducing Costs

Escalating health care costs have created great challenges for many of our clients. We take great pride in our ability to lower our clients' overall expenditures for Health and Welfare Benefits, even in difficult economic times. Below are some of the strategies that we have implemented for our clients to reduce costs and their associated estimated savings:

Description	Estimated % Savings
Vendor, product changes; eliminate choice	0.5 - 15%
Funding changes	
■ Self insurance, partially self-funded, minimum premium plan, participating contract	0.5 - 5%
■ Self fund portion of high deductible	0.5 - 2%
Benefit or coverage level changes	Varies
Multiple product discounts	1 - 2%
Premium Networks (based on outcomes - open or closed) and benefit tiers	1 - 3%
Limited Network	5 - 7%
Inclusion of Wellness Benefits	
■ Reduction of Trend - High level completion of Health Risk Assessment, Coaching, HDHP enrollment	1 - 5%
■ Medical renewal caps - High level completion of Health Risk Assessment, Coaching, HDHP enrollment	5 - 10%
■ Smoking cessation program with incentives/penalties	----
■ Promote better health decisions and outcomes - cancer screenings, exercise, nutrition, biometric screening	1 - 3%
Medical/Rx analysis or audits	1 - 3%
Predictive/proactive modeling	Varies
Coalition Purchasing	3 - 5%
Dependent Audit	< 1%
Eliminate dependent dual coverage/require primary coverage	Varies
Drive enrollment to lower cost plan through employee contribution	Varies
Eliminate enrollment though opt out credit	Varies
Flex credits	Varies
Create Risk pool	5 - 10%

Compliance Services

Wells Fargo Insurance Services' assurance to all of its clients is to be proactive, efficient, and effective in keeping them abreast of ever changing regulatory and compliance related matters. We believe informed clients are satisfied clients. An integral component of our Employee Benefits practice is our in-house Compliance Department staffed by eight ERISA attorneys and two paralegals whose sole responsibilities are to address clients' compliance needs.

Our Compliance Department is responsible for researching, interpreting and providing guidance to clients and their staff on existing and proposed federal, state and local laws impacting group health plans and their administration. The Compliance Department works in conjunction with our Employee Benefit Service Teams and our clients' Human Resources departments, in-house legal counsel and outside legal counsel (when applicable) to ensure that our clients stay informed of regulatory developments and are provided with the tools to comply with existing and developing legislation.

Some of the services provided by our Compliance Department are outlined below:

Health & Welfare Compliance Review

Our Compliance Department will conduct a Compliance review of the City's Health and Welfare Benefit Plans. Our review includes a review of your administrative practices, recordkeeping policies and plan sponsor/plan administrator obligations under ERISA, COBRA, HIPAA, Medicare, Cafeteria Plans, IRS regulations and federal and state leaves.

Contract Review

We will review all of your contracts and service agreements to ensure the terms and conditions are favorable to the City and their group health plans. We will also interact with insurance carriers' or third party vendors' legal departments or counsel to negotiate the terms of contracts or service agreements that are not favorable to the City. Contract review will be handled by your account team with assistance from our compliance department when necessary.

Nondiscrimination Testing

We will collect all the necessary data to perform nondiscrimination testing on an annual basis for your premium only plan, FSA plans, and self-funded plans, when applicable. We will provide a comprehensive report and recommendations on the results of the nondiscrimination tests. We will also review nondiscrimination test results performed by a third party to verify their accuracy and provide recommendations when required, if the plans fail nondiscrimination tests.

Summary Plan Description (SPD) Review and Preparation of a Wrap-Around Summary Plan Description (SPD Wrap)

Your account team, together with our Compliance Department, will review all of your Summary Plan Descriptions (SPDs) and plan documents for welfare and fringe plans to ensure they comply with federal and pertinent state laws. If deficiencies are identified, we will draft a Wrap-Around Summary Plan Description for your group health plans for dissemination to plan participants. We will coordinate delivery of all SPD's and Plan Documents with each carrier to the City.

Compliance Updates

Our Compliance Department works very closely with federal and state regulatory agencies such as the Internal Revenue Service (IRS), the Department of Labor (DOL-EBSA), the Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS) and state Departments of Insurance to assure our clients have access to the most recent regulations impacting their group health plans and their interpretations.

Additionally, we use resources such as Westlaw, the Bureau of National Affairs, and CCH to track legislative developments. Your Wells Fargo Insurance Services Account Team will notify the City's Human Resources staff directly when new or pending legislation arises that will have an impact on your plans.

We will also notify the City of legislative and regulatory updates and assist you in complying with new developments via the following services:

Monthly Legislative Updates

Newsletters written by our ERISA attorneys that summarize regulations as they are written and released to the public. All of your Human Resources Department and other individuals designated by the City will receive Wells Fargo Insurance Services' Monthly Legislative Update, which discusses legislative updates at a federal, state (all 50 states) and local level. Our Updates are automatically emailed on a monthly basis to your Human Resources Department and other designated staff.

Compliance Seminars

We conduct legislative compliance seminars live or via webcast on a quarterly basis to keep our clients up-to-date on federal and state requirements impacting employee benefits programs. In addition, we also host periodic seminars addressing developments in the health care industry.

The following is a list of previous seminar topics sponsored by Wells Fargo Insurance Services:

- Consumer Driven Health Plans- Understanding HSAs and HRAs
- HIPAA Privacy and Security Compliance
- Administration of Federal and State Leaves
- Year End Legislative Update
- Understanding and Implementing Wellness Programs

Virtual Events

Keeping your Human Resources/Benefits staff informed and up-to-date is of primary importance to Wells Fargo Insurance Services. In addition to our regular compliance updates and trainings, our Virtual Events make it easy for our clients to attend our timely and informative seminars and programs via the Internet. There is no additional cost for these training sessions.

Below are just some of the seminars and programs that have been offered to Wells Fargo Insurance Services clients via Virtual Events:

- Health Care Reform: What's Next for Employers?
- What Happened Over the Holidays: A Quick Benefits Compliance Update
- Insurance Industry Insights in a Turbulent Marketplace
- Benefits for Globally Mobile Employees – Do You Have It Right?
- Specialty Pharmaceutical Pipeline and Management Strategies
- HIPAA Privacy and Security – What Employers Really Need to Know Post-HITECH
- Immigration and Its Impact on Employment Law
- Mental Health Parity: Complying with the New Final Regulations
- Managing the Family Medical Leave Act
- Wellness That Works: Your Guide to Workforce Health Promotion
- Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)
- Congress, President Obama, and Insurance Reform
- Details of Just-Released House and Key Senate Health Reform Legislation
- Rescuing Clients from Excessive Health Care Costs



- Mid-Year Legislative Update
- Progressive Plan Design Strategies
- Update on Health Care Insurance Reform
- Protect Your Children from Obesity, Heart Disease and Learning Disabilities
- Renewal Negotiations
- Aligning Your Human Resources Documents with Employee Benefit Insurance Documents
- Weight Loss: Is It Possible?
- Protecting Your Balance Sheet: Attention on Health Benefits
- HITTECH (HIPAA) Breach Notification Rule
- Overcoming Compliance Hurdles When Implementing Wellness Programs
- Benefits Compliance: A Year in Review

Health Care Reform Advisory Services

Wells Fargo Insurance Services' Health Care Reform advisory services are designed to help our clients understand the legislation, determine the impact on their organization, and develop the appropriate action steps to remain compliant and meet their organizational objectives. Our compliance team is tasked with tracking state and federal legislation. The team helps our clients understand their responsibilities as plan sponsors and provide solutions to help clients meet these responsibilities.

The benefits compliance consulting practice regularly prepares and distributes printed materials concerning health care reform, and the guidance that is being issued, through our award-winning CyberSure® portal. We regularly conduct virtual events on a wide variety of benefits compliance issues to keep our clients informed of developments.

Wells Fargo Insurance Services is utilizing several different approaches to communicate the impact of this legislation. Information and requirements regarding the many changes included in the legislation are still unknown and they are trickling out as regulations are written. This flow of information will continue over the next several years as components of this bill are implemented.

Health Care Reform Webinars

Hosted by our benefit attorneys to provide real time information on regulatory changes and information on how these changes will impact employers.

These webinars have included:

- Health Care Reform: What's Next for Employers?
- Health Care Reform: Federal Reinsurance for Group Health Plans Covering Early Retirees
- Health Care Reform: Recent Developments
- Health Care Reform: Small Employer Health Care Tax Credit
- Health Care Reform: Play or Pay Mandate
- Leave Training

Health Care Reform Impact Analyzer (powered by CHROME)

Our proprietary Health Care Reform Impact Analyzer (powered by The Continuous Health Reform Optimizer and Management Environment, or CHROME) is a decision support tool designed to assist employers and their employees in navigating the new era of health benefits created by Health Care Reform.

The CHROME Process puts employer-specific information through a variety of modeling engines that are constantly being updated based upon changing regulations to produce an analysis framework that highlights the critical financial, compliance and compensation implications of Health Care Reform. It reveals potential financial exposures and, most importantly, provides strategic direction on how to deal with those exposures.

The CHROME process is composed of the following steps:

- Customize CHROME with Employer Specific Information
- Model Employer and Employee Impacts
- Educate Executive Team and Evaluate Options Using Customized Criteria
- Implement Desired Option with Integrated Communication and Administration Platform
- Report on Results Based Upon Financial and Human Resource Objectives
- Adjust Based Upon Changing Market Data and Regulatory Guidance

Communications

Effective benefits education for employees/retirees and advocacy for employee/retiree issues require ample time and resources, typically two commodities that Human Resources Departments can spare the least. We provide extensive assistance to overworked, understaffed Human Resources departments in this area.

By improving employee understanding of their benefits, we reduce employee/retiree inquiries to Human Resources. In addition, we are active and effective advocates for employees, retirees and Human Resources alike when the normal channels of customer service aren't working. By having these burdens taken on by Wells Fargo Insurance Services, Human Resources is allowed the time to complete other important tasks. In this way, many of our clients consider our account teams to be an extension of their Human Resources team.

We offer full service, customized communications consulting. We will partner with your Human Resources Department to establish a creative and consistent annual marketing and communication strategy/campaign delivered via a variety of media avenues and available in Spanish, if necessary.

We are prepared and equipped to communicate with your employees and retirees using various media, ranging from paper to electronic, from web conferencing to face-to-face employee group meetings. Following are some of the types of communications deliverables we offer on an ongoing basis:

Brochures and Forms

We will produce simple brochures and forms in-house. For more complex forms and booklets, we may work with a printing/fulfillment partner.

Benefit Summaries

We will create and maintain customized benefit summaries for each unique benefits package offered by the City.



PowerPoint Presentations

Customized PowerPoint presentations serve as the focal point for open enrollment meetings and can be delivered in as many different versions as required.

Employee Memos

Employee memos are designed at your request for various proactive purposes, including informing employees of a pending open enrollment, providing a preview of benefit plan changes, and outlining enrollment procedures.

Open Enrollment Meetings

We will collaborate with you to determine when and how enrollment meetings will be held and decide upon the most effective vehicle to communicate and educate employees/retirees about their benefits. We review and present the plans and any changes, giving employees/retirees the opportunity to ask questions to ensure that they clearly understand what the changes are and if there are any requirements on their part (e.g., obtaining pre-authorization for certain procedures).

Wallet Cards

We provide customized wallet cards which include a consolidated summary of all plans, group numbers and contact information.

Webcasts

In the event an employee or Human Resources meeting cannot be conducted face-to-face, we offer webcast capabilities.

Open Enrollment

Once a new carrier, plan or contribution strategy was decided upon, your Wells Fargo Insurance Services team would advise the new carrier of the plans and rates selected and also advise the current carriers of the termination date. We would then work with the City on the communications campaign, determining the best vehicles to educate employees on the new plans – meetings, webinars, print, conference calls, etc. Usually a variety of these options are used. We would work on creating or updating all communications materials, including announcement memos, benefit guides/tri-folds and PowerPoint presentations. We would order all carrier communication materials, including enrollment forms, benefit summaries, network directories, etc. We would then schedule the enrollment meetings and run them, utilizing carrier representatives where needed for specific information about their plans.

We would assist in getting enrollment data to the carriers in a timely manner, and confirm with carriers that I.D. cards were produced promptly. After the effective date, we would meet with the City's Human Resources team, along with the new carrier partners, to review their administrative processes. We would also review all new SPDs for accuracy before submitting to the City for distribution to employees. Our team would also be available to work through any transition issues throughout implementation and the first few months.

7. *Indicate current responsibilities of person designated to serve as lead contact for the City.*

Kristin Yokoyama manages and oversees the Wells Fargo Insurance Services Municipality Pool, ensuring all programs provide cost containment features for participating cities. In Kristin's current position, she is responsible for coordinating all communications of plan enhancements, new benefit offerings, and renewals. Her primary account responsibilities include overseeing the implementation of new products, negotiating renewals, establishing accruals for self-funded plans, and managing the daily service needs for clients. On an as needed basis, she has conducted focus groups, educating employees on their public sector benefits.

D. References

1. *List new clients and the clients that have left you within the last three years. Provide the contact names and telephone numbers.*

New Clients

Chadwick School

Liza Thieval, Human Resources Director
Phone: (310) 377-1543

City of Palos Verdes Estates

Alexa Davis, Administrative Analyst
Phone: (310) 378-0383

Superior Court of San Bernardino County

Susan Zenzen, Human Resources Benefits & Payroll Administrator
Phone: (909) 387-6447

Former Clients

Metropolitan Water District of Southern California

Stephen Lem, Employee Relations Unit Manager
Phone: (213) 217-6020
Reason for Relationship End: Project ended

Los Angeles Community College District

Susan Aminoff, Los Angeles College Faculty Guild
Phone: (310) 383-5697
Reason for Relationship End: Project ended

2. *List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.*

Wells Fargo Insurance Services brokers and consults with 150 cities throughout the state. 60% of these municipalities are in Southern California. A partial list is included in our response to question B4. In addition to our references provided, we are happy to provide you with contact information for our other clients.

3. *Provide the contact names and telephone numbers of five (5) clients in the State of California with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.*

Current Clients

City of Corona (698 participants)

Edelia Carney, Human Resources/Risk Manager
Phone: (951) 279-3501

City of Indio (250 participants)

Regina Hawkins, Human Resources Coordinator
Phone: (760) 391-4054

Wells Fargo Insurance Services



City of Monterey Park (470 participants)

Deona Knight, Human Resources Analyst
Phone: (951) 461-6004

Jeff Price, Human Resources Director
Phone: (951) 461-6432

City of Murietta (336 participants)

Robert Blackwood, Director, Human Resources & Risk Management
Phone: (626) 307-1345

City of Palm Springs (420 participants)

Perry Madison, Human Resources Director
Phone: (760) 323-8218

City of Santa Barbara (1,000 participants)

Clare Turner, Benefits Analyst
Phone: (805) 564-5442

City of Temecula (169 participants)

Denise Lanier, Human Resources
Phone: (951) 302-4151

Former Clients

Please see our former clients listed under our response to question D1.



E. Conflict of Interest

1. *Disclose any conflicts or perceived conflicts of interest.*

Wells Fargo Insurance Services does not know of or anticipate any conflicts of interest in remaining the broker of record for the City of Moreno Valley.

2. *Identify what procedures your firm utilizes to identify and resolve conflicts of interest.*

Wells Fargo Insurance Services takes the subject of conflict of interest very seriously. All employees must avoid conflicts of interest or appearances of such. If a conflict or potential conflict arises, employees are to contact the Wells Fargo Code Administrator for disclosure and approval of the possible conflict. These issues may then be brought before the Wells Fargo Management Committee or Ethics Committee.



F. Previous or Current Engagements with the City

1. *List of previous or current engagements with the City of Moreno Valley.*

Wells Fargo Insurance Services is currently the broker of record for the City of Moreno Valley's Employee Benefits Program.

2. *Describe what lead to the end of the engagement.*

Wells Fargo Insurance Services' engagement with the City of Moreno Valley is currently in place.

Sample Standard Compensation Disclosure

Insurance is a highly regulated, competitive industry that fuels the U.S. economy and protects individuals and commercial entities from losses. There is nothing more important to our industry and to Wells Fargo Insurance Services than maintaining the trust of our customers and conducting business with the utmost integrity. We believe that our leadership role on disclosure should tie directly to our core values. Among these we state that we:

- Value and reward open, honest, two-way communication
- Do what is right for the customer
- Talk and act with the customer in mind
- Exceed our customers' expectations

Wells Fargo Insurance Services is proactively providing customers with complete transparency on standard and contingent commission income. Wells Fargo Insurance Services is taking a leadership role using the new National Association of Insurance Commissioners (NAIC) model act.

We receive compensation from the insurance companies we represent when placing your insurance. Our compensation is usually a percentage of the premium you pay for your insurance policy or bond (a "commission"), which is paid to us by the insurance companies for placing and servicing your insurance or bonds with them. Intermediaries, such as wholesale brokers, may sometimes be used to access certain insurance companies. Such intermediaries will allocate a portion of the compensation from the insurance companies to us and may, in some cases, be an affiliated company.

We receive payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses. We earn interest on premiums received from you and forwarded to the insurance companies through our bank accounts.

Some of the insurance companies we represent may pay us additional commissions, sometimes referred to as contingent or bonus commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time.

The amount of premium you pay for a policy may change over the term of the policy. For example, your endorsement requests will affect the premium. Should the premium for any of your policies change, the amount of compensation paid to us by the insurance company would change accordingly.

It is the policy of Wells Fargo Insurance Services to provide transparency of our sources of income in our relationships with our customers. We will provide disclosure on the source, the type, and calculation of our compensation for each customer prior to their purchase of insurance. This disclosure will include sources of income to the retail operation and include income generated when a placement is made with a subsidiary of Wells Fargo Insurance Services.



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

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Assistant City Manager

AGENDA DATE: October 25, 2011

TITLE: REQUEST TO RECLASSIFY THE TECHNOLOGY SERVICES DIVISION MANAGER AND REDEVELOPMENT & NEIGHBORHOOD PROGRAMS ADMINISTRATOR POSITIONS TO DEPUTY DIRECTOR POSITIONS

RECOMMENDED ACTION

Staff recommends that the City Council reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator positions to Deputy Director positions and establish the job titles, job descriptions, and salary ranges for the new classifications of "Deputy Community and Economic Development Director" and "Deputy Financial and Administrative Services Director."

BACKGROUND

In the Financial and Administrative Services and Community and Economic Development departments, the following actions have been implemented previously to save money and enhance organizational effectiveness and efficiencies:

July 2008: the Finance Department and the Administrative Services Department were combined into the Financial and Administrative Services Department.*

October 2008: the vacant Redevelopment Division Manager position was underfilled with the Redevelopment & Neighborhood Programs Administrator position.

January 2011: the Community Development and Economic Development Departments were combined into the Community and Economic Development Department.*

August 2011: the Land Development Division was moved from Public Works into the Community and Economic Development Department.

*The elimination of two Executive Management positions resulting from these consolidations has resulted in annual savings of approximately \$400,000 in salary and benefits.

DISCUSSION

The City has ten departments, three of which are considered “super departments” in that they each contain five individual Divisions:

<u>Community & Economic Development Department</u>	<u>Financial & Administrative Services Department</u>	<u>Public Works Department</u>
Building & Safety	Animal Services	Capital Projects
Code & Neighborhood Services	Financial Operations	Electric Utility
Land Development	Purchasing & Facilities	Maintenance & Ops
Planning	Technology Services	Special Districts
RDA & Neighborhood Programs	Treasury Operations	Transportation Eng.

The Public Works Department has had a Deputy Public Works Director/Assistant City Engineer position for several years. To establish parity among these “super departments,” provide assistance to the Department Heads in managing these larger departments, as well as promote succession planning in these important functions, the City Manager is proposing the establishment of Deputy Director positions in the Community and Economic Development and Financial and Administrative Services departments. The attached organization charts illustrate the requested reclassifications. Note that the proposed action will reclassify two existing positions, not establish new positions. The result would be neutral in terms of the number of approved positions within the adopted budget.

The City of Moreno Valley needs to promote and support businesses that create jobs in the City and that improve the City’s subpar tax base. The benefit of this organizational change will be to create sufficient time and resources for the respective Department Heads to fully develop and implement comprehensive economic development and long-term comprehensive business and financial plans for all of the operating entities of the City organization. This includes implementation of the Council-approved Economic Development Action Plan, and development and implementation of a Long Range Business Plan that addresses the key revenue and expense modeling for the General Fund, Community Services Districts, Moreno Valley Utility, Redevelopment Agency, and key Special Revenue Funds. The Long Range Business Plan being developed by the Financial and Administrative Services Director will highlight business and policy decisions that face the key operating entities over a seven to ten year period. This planning will help ensure the successful outcome of the recent Council Goals workshop and highlight areas where the City faces challenges to achieving financial success.

A number of the goals and objectives identified by the City Council focus on economic development and enhancing development services delivery to create jobs and improve/grow the City’s core revenue and tax base. Both of these departments focus on improving the City’s revenue generation and financial position. A growing revenue base is important in delivering the services that maintain and ultimately improve the quality of life for the residents of Moreno Valley.

The Economic Development Action Plan is a strategic effort on the part of the City to aggressively pursue new development and business, opportunities aimed at producing

more jobs in the community. The Action Plan is key to stimulating economic growth in Moreno Valley. The two-year plan focuses capital improvement projects towards advancing economic development efforts to facilitate job development.

The related functions and responsibilities for the proposed positions would include the following:

Deputy Community and Economic Development Director:

This position would be established by upgrading the vacant Redevelopment & Neighborhood Programs Administrator to a Deputy Director (within the Division Manager level). The Redevelopment & Neighborhood Programs Administrator position has been an underfill for the Redevelopment Division Manager position. Current responsibilities of the vacant Redevelopment & Neighborhood Programs Administrator position include a number of important tasks such as managing the activities of Neighborhood Preservation, which presently includes redevelopment, affordable housing, CDBG, HOME and NSP. New responsibilities would focus on providing assistance to the Community & Economic Development Director with the following:

- Assisting the Director with strategic planning for advancing the service delivery for the Community and Economic Development department.
- Refining the City's economic development strategy including implementation of the Economic Development Action Plan.
- Offering assistance with business development activities and the attraction of new major businesses aimed at creating new jobs in the community.
- Facilitating the formulation of master development plans for the medical corridor.
- Coordinating the implementation of the action steps to make Moreno Valley a "Best Place to do Business".
- Enable the Director to focus more energy on strategic efforts of the City's Economic Development Action plan and the implementation of the steps to make Moreno Valley a "best Place to do Business."
- Allow the Director to focus additional time on the customer service delivery and enhancing the effectiveness of the development services process.

Deputy Financial and Administrative Services Director:

This position would be established by upgrading the existing Technology Services Division Manager to a Deputy Director (still within the Division Manager level). The Deputy Director position would continue to serve as Division Manager of Technology Services, including oversight of the current and future development of the City's network operations and hardware systems, software systems management and development, telecommunications systems operation and design, and Geographic Information Systems. The current Technology Services Manager plays an important role in understanding, development and improvement of most of the City's business systems. In the expanded role of Deputy Director, this position would assume the following roles to assist the Director:

- The Director will delegate additional oversight and support of certain Divisions within the Department as determined based on current year goals and work plans. Day to day operations of these functions would continue under the capable management of the current Division Managers, with the Deputy Director playing a key role in creating long range vision and business planning of the

Divisions. The Deputy Director will also be responsible for assisting in the integration of the Division and Department goals and action plans with the City's long range vision and goals. The Deputy Director will monitor the successful implementation of the business and action plans for the Technology Services and certain assigned divisions in the Department.

- The Deputy Director will assist in engaging all Financial and Administrative Services staff in organizational development focusing on strong performance and customer service, strong financial performance and strong support and development of staff. A number of these areas have suffered recently with the deep staffing cuts and this action will ensure continued support and direction of staff.
- The Deputy Director will assist in the strategic development of the long range vision for the Department, in addition to contributing to the development and integration of goals, objectives and actions plans for the long term and each fiscal year. The involvement of the Deputy Director will allow the Department to advance performance measurement related to goals, improving accountability.
- Productive use of the Deputy Director as a critical resource will free the Director to focus on the development and completion of a Long Range Business Plan for all operating areas of the City. This plan will include crucial revenue and expense modeling over a ten-year period. This framework will provide for the discussion of key service and expenditure decisions within the expected revenue stream and will “tee up” key policy issues impacting the City's finances and operations over the next several years.
- In addition, the Director will be able to focus additional time on key factors impacting the delivery of customer service, expanding the capabilities of financial management throughout the organization, developing more efficient and cost effective business processes and focusing on employee development and support. These issues need to be supported both within the Finance and Administration Department and organization-wide. Elevating performance in each of these areas will ensure that the City will remain a well-managed organization capable of delivering excellent performance.
- Recent budget reductions have hampered the ability to address these key performance issues. The recommended organizational change has a minimal cost impact while providing important organizational strength and expertise to manage throughout the remainder of the Three-Year Deficit Elimination Plan period

ALTERNATIVES

1. Reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator positions to Deputy Director positions and establish the job titles, job descriptions, and salary ranges for the new classifications of “Deputy Community and Economic Development Director” and “Deputy Financial and Administrative Services Director.” *Staff recommends this alternative.*

2. Not reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator positions to Deputy Director positions and establish the job titles, job descriptions, and salary ranges for the new classifications of

“Deputy Community and Economic Development Director” and “Deputy Financial and Administrative Services Director.” *Staff does not recommend this alternative.*

FISCAL IMPACT

The salary grade for the two Deputy Director positions is proposed at Grade 36 (\$116,184.43 - \$163,580.56). This is one grade lower than the salary grade for the existing Deputy Public Works Director/Assistant City Engineer position, which is appropriate considering that the Deputy Public Works Director requires certification as a Professional Civil Engineer by the State of California.

The Technology Services Division Manager position is currently established at Grade 34 (\$100,538.26 - \$141,551.49); the Redevelopment & Neighborhood Programs Administrator is a Grade 31 position (\$80,929 - \$113,943). The proposed upgrade of the Technology Services Division Manager position is expected to result in less than \$10,000 in additional cost to accommodate a 5% increase and placement into the new range. This cost will be absorbed within the current budget appropriation. The proposed upgrade of the Redevelopment & Neighborhood Programs Administrator is estimated to cost approximately \$30,000 and will also be absorbed within the current budget appropriation. This is possible due to the reallocation of some of the Public Works Director’s salary out of the Land Development Division budget and a downgrade of an existing clerical position in Economic Development from Full Time to Part Time (which was done at the employee’s request). Neither of these recommended reclassifications will result in additional appropriation requests in the current two-year General Fund budget. **No budget increases are required.**

SUMMARY

In 2008 the City consolidated the Finance Department and the Administrative Services Department. In January, 2011 the City consolidated the Community Development and Economic Development Departments. The elimination of two Executive Management positions that occurred with these department consolidations has resulted in annual savings of approximately \$400,000 in salary and benefits. The City’s focus on economic development and job creation warrants the upgrade of the existing Redevelopment & Neighborhood Programs Administrator position to a Deputy Community and Economic Development Director in order to provide necessary assistance in these efforts. Similarly, the upgrade of the existing Technology Services Division Manager to a Deputy Financial and Administrative Services Director will provide that Department Head with management resources and support necessary to advance necessary long range planning objectives as well as assist in the day to day operations of the five Divisions within the Department. **No budget increases are required.**

ATTACHMENTS

1. Organization charts
2. Revised Job Descriptions

Prepared By:
Michelle Dawson
Assistant City Manager

Concurred By:
Richard Teichert
Financial and Administrative Services Director

Concurred By:
Barry Foster
Community and Economic Development Director

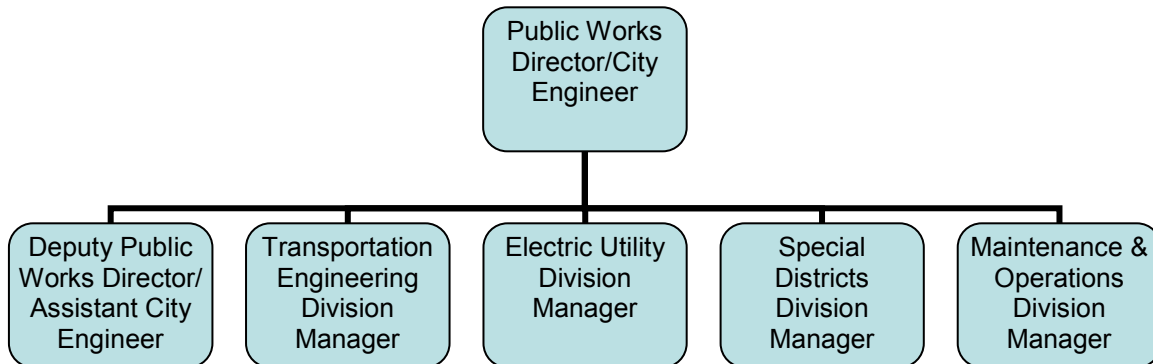
Concurred By:
Sonny Morkus
Human Resources Director

Department Head Approval by:
Michelle Dawson
Assistant City Manager

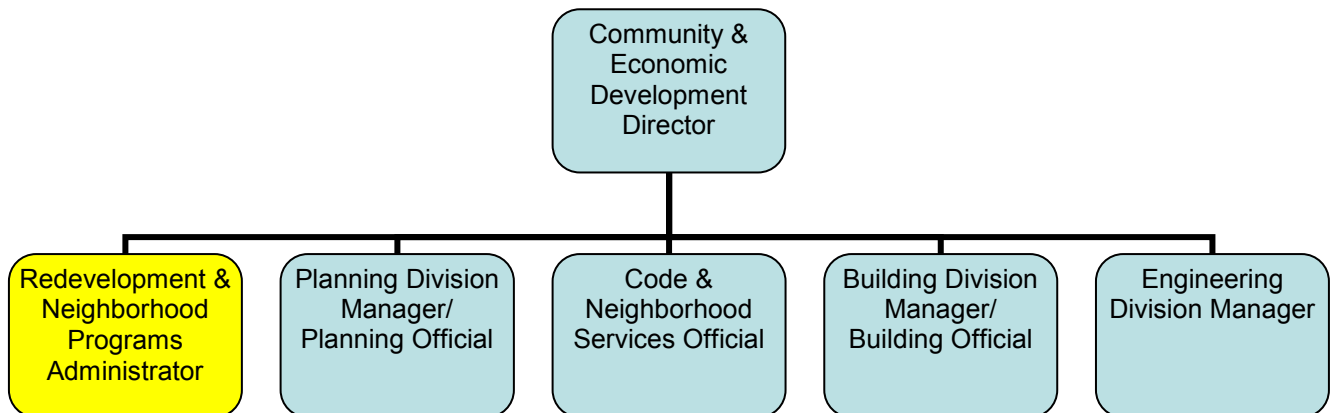
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

Request to Reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator Positions to Deputy Director Positions

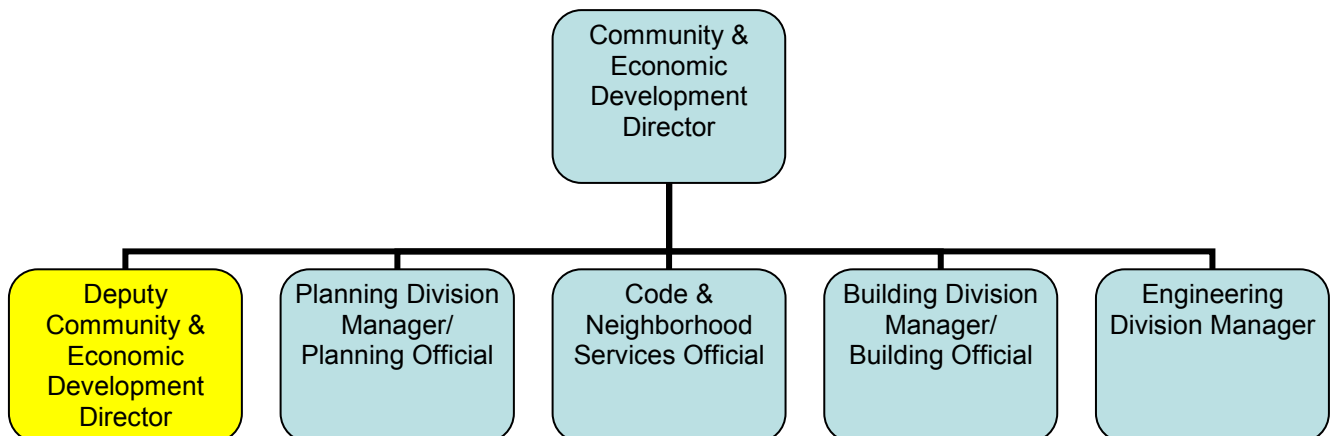
Public Works Department: Existing **(No change proposed)**



Community & Economic Development Department: **Existing**

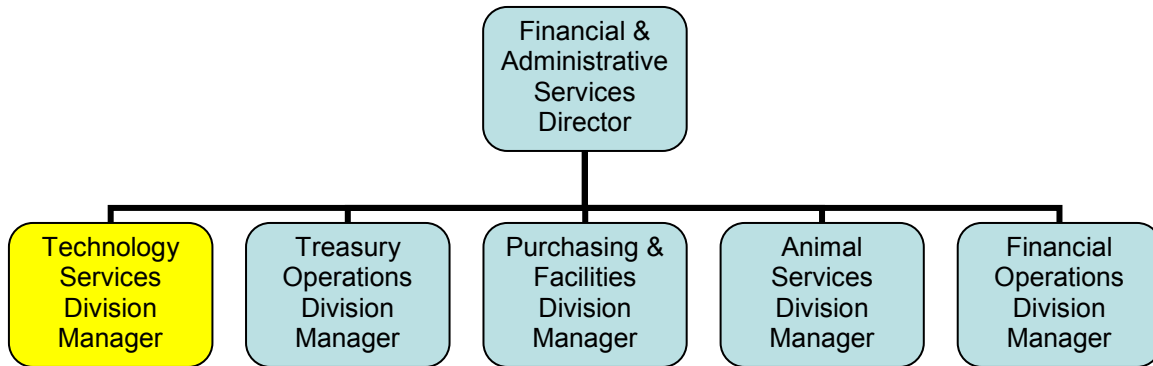


Community & Economic Development Department: **Proposed Reclassification**

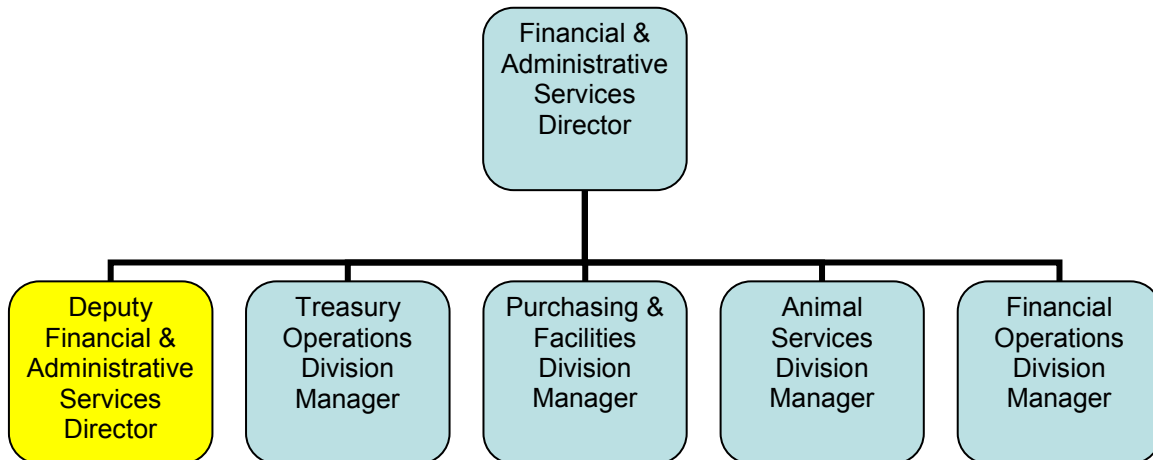


Request to Reclassify the Technology Services Division Manager and Redevelopment & Neighborhood Programs Administrator Positions to Deputy Director Positions

Financial & Administrative Services Department: **Existing**



Financial & Administrative Services Department: **Proposed Reclassification**



CLASS SPECIFICATION

~~Neighborhood Program Administrator~~

Deputy Community and Economic Development Director

GENERAL PURPOSE

Provides support to the Community and Economic Development Director and serves in the Acting role in the absence of the Department Head. Under general direction, plans, organizes and manages a **variety of economic development activities, facilitates** federal and community redevelopment programs within assigned neighborhoods or project areas, involving housing development and rehabilitation in the City's older areas, financial assistance for the creation of affordable housing opportunities for low- and moderate-income families and promotion of neighborhood preservation and revitalization; and performs related duties as assigned. **Under the direction of the Department Head, assists in the economic development efforts of the City including business attraction and retention.**

DISTINGUISHING CHARACTERISTICS

This single-position class **serves as the Deputy Director of the department and provides management-level support to the Department Director in economic development activities aimed at producing jobs and new development opportunities in the community.** Manages the Neighborhood Preservation Division and oversees activities to meet City goals in three areas: redevelopment, affordable housing and Community Development Block Grant funded programs. The incumbent plans, organizes and manages programs designed to fund the construction of new and improved infrastructure in the City's older areas, financially assist in the creation of affordable housing for low-income families, promote neighborhood preservation and revitalization through the funding of enhanced code compliance services, implement home purchase and rehabilitation programs, finance a variety of social programs for low-income families and promote economic development through small business counseling and loan guarantees for small business expansion loans. Duties and responsibilities are carried out with considerable independence within the framework of established policies, procedures and guidelines.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, supervises and evaluates the work of staff assigned in the Neighborhood Preservation Division; with subordinate supervisors and staff, develops, implements and monitors work plans to achieve assigned goals and objectives; assists in establishing the redevelopment agency's annual goals and objectives in accordance with federal, state and City Council guidelines; contributes to the development and monitoring of performance against the annual Neighborhood Preservation Division's budget; participates in developing, implementing and evaluating the effectiveness of work

programs, plans, processes, systems and procedures established to achieve City goals, objectives and performance measures consistent with the City's quality and service expectations.

2. Plans and evaluates the performance of assigned supervisors and staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; subject to management concurrence, takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's human resources policies and labor contract provisions.
3. **Supports and facilitates economic development activities in pursuit of new development opportunities aimed at enhancing the City's business community.**
4. **Assists the Director with strategic planning for advancing the service delivery for the Community and Economic Development Department.**
5. **Manages the City's economic development strategy including implementation of the Economic Development Action Plan.**
6. **Assists with retention efforts in support of existing businesses.**
7. **Coordinates the implementation of the action steps for department strategic plans such as the City's "Best Place to do Business" Plan.**
8. Provides leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving City Council and department objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee-relations environment.
9. Plans and manages redevelopment operations for the City of Moreno Valley Redevelopment Agency and administers the City's Community Development Block Grant Program; implements neighborhood preservation strategies; coordinates the Redevelopment Plan and CDBG strategy with the City's General Plan,
10. Negotiates, prepares and supervises the processing of documents pertaining to project area development, including contracts, resolutions, project financing and requests for proposals and qualifications; evaluates real estate financing proposals and development programs.
11. Prepares comprehensive written and oral reports and makes recommendations for presentation to the City Council, City Manager, developers, public agencies and community groups; ensures proper reporting is made to appropriate federal and state agencies.
12. Oversees scheduling of design and construction work and contract administration; coordinates project development teams, and acts as liaison between project teams, City departments, outside public agencies and the community.
13. Monitors existing agency agreements and negotiates changes/modifications to existing agreements, as necessary.

14. Performs special assignments as requested by the City Council, the public or department Director; supervises and conducts special studies and analyses; prepares and submits reports concerning assigned projects.
15. Establishes and maintains liaison with organizations, outside businesses, developers, public agencies, property owners and the public to promote and facilitate the planning and execution of housing and neighborhood development/rehabilitation activities.
16. Directs programs to finance a variety of social service opportunities for low-income families and programs promoting economic development through small business counseling and loan guarantees for small business expansion loans.

QUALIFICATIONS

Knowledge of:

1. Principles and practices of **economic development and** urban planning.
2. California Redevelopment law.
3. Federal, state and local laws, regulations, codes and court decisions applicable to assigned areas of responsibility.
4. City Council policy and current redevelopment conditions in the area, including the economic **conditions of the community**, real estate, **housing stock and business environment**.
5. Design and construction processes.
6. Principles and practices of public administration, including budgeting, contracting and maintenance of public records.
7. Federal, state and local housing assistance programs and processes involved in their implementation.
8. Principles and practices of sound business communication.
9. Principles and practices of effective management and supervision.
10. City human resources policies and procedures and labor contract provisions.

11. Principles and practices of economic development.

Ability to:

1. Plan, assign, evaluate and supervise work of division staff engaged in a range of diverse **economic development**, redevelopment housing and social service programs and services.
2. Draft comprehensive policy initiatives and plans for targeted neighborhood strategies to implement revitalization.

3. Analyze complex economic studies, financial statements and other documents and make sound recommendations for action.
4. Interpret and explain federal and state housing program regulations and apply City housing policies.
5. Present ideas and concepts effectively and persuasively before community groups and organizations.
6. Negotiate effectively on behalf of the redevelopment agency and the City.
7. Prepare clear, concise and comprehensive correspondence, reports and other written materials.
8. Exercise sound expert independent judgment within general policy guidelines.
9. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
10. Establish and maintain effective working relationships with elected officials, all levels of staff, representatives of other City departments, and others encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a degree in public or business administration, urban planning or a closely related field; and at least seven years of progressively responsible experience in real estate development, housing development, redevelopment, community development, and/or community block grant activities, at least three of which were in a supervisory or program management capacity; or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver’s license and the ability to maintain insurability under the City’s vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines on multiple concurrent tasks; work with constant interruptions, and establish and maintain effective working relationships with elected officials, all levels of staff, representatives of other City departments, and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works under typical office conditions and the noise level is usually quiet. The employee may occasionally be required to work in outside conditions, exposed to wet and/or humid conditions, where the noise level may be loud.

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CLASS SPECIFICATION

~~Technology Services Division Manager~~

Deputy Financial and Administrative Services Director

GENERAL PURPOSE

Provides support to the Financial and Administrative Services Director for additional oversight and support of the Divisions within the department. Assists with long range vision and business planning for the department and assists in the integration of the department goals and action plans with those of the City's. Assists in engaging all Financial and Administrative services staff in organizational development. Plans, organizes, manages and evaluates the activities of the Technology Services Division . This position oversees progressive and expanding technology operations including a variety of enterprise systems (ERP, GIS, Permits, Imaging, Work Orders, CRM); network administration/support; telephony, radio, and communication backbone. This position establishes performance requirements and personal development targets, while working with staff to maintain a high performance, customer service-oriented work environment.

DISTINGUISHING CHARACTERISTICS

This single-position class reports to the **Financial and Administrative Services Director, serves as the Deputy Director of the department,** and is responsible for the management, direction and operations or the City's Technology Services Division. The incumbent provides direction and supervision for the professional, technical and office support staff in addition to performing diverse, specialized and complex policy and technology work involving significant accountability and decision-making responsibility. Assignments are broad in scope and allow for a high degree of administrative discretion in their execution.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, manages and evaluates the work of the Technology Services Division.
2. Serves as project manager for large-scale technology projects; develops bid proposals, RFPs and RFIs for professional services and acquisition of systems and standard software.
3. Plans and evaluates the performance of assigned staff; establishes performance requirements and personal development targets; provides leadership and works with staff to develop and maintain a high performance, customer service-oriented work environment.
4. Coordinates software services activities with other technology sections and departments to optimize performance and use of installed systems in meeting customer needs.
5. Plans, organizes, administers and coordinates the design, development and implementation of City-wide technology solutions including enterprise-wide software development projects, enterprise-wide server, hardware and operation system installation and conversion projects, and telephony, radio and backbone telecommunication systems.
6. Provides expert technical information, guidance and support to departments and users as needed.
7. Manages and oversees the development of systems and user documentation.

8. Participates in maintaining current, up-to-date recovery plans; performs additional duties as assigned; and provides quality customer service.
9. **Provides support to the Financial and Administrative Services Director for additional oversight and support of the Divisions within the department.**
10. **Assumes the Acting Department Head role in the absence of the Financial and Administrative Services Director.**
11. **Assists with long range vision and business planning for the department and assists in the integration of the department goals and action plans with those of the City's.**
12. **Assists in engaging all Financial and Administrative services staff in organizational development.**

QUALIFICATIONS

Knowledge of:

1. Principles, practices and techniques of information technology management, including applications design, database administration, network architecture, and telecommunications technologies.
2. Systems Development Life Cycle methodology, procedures, practices and guidelines.
3. Principles and methods of systems analysis, applications design principles, development methodologies and tools.
4. Programming theory and programming languages used in City applications.
5. Operating system capabilities and constraints.
6. Standard PC software packages, database management systems and software.
7. Network architecture and design concepts, including topologies, protocols, configuration, and connectivity testing and troubleshooting issues as they affect applications design.
8. Systems integration design concepts as they relate to design and development.
9. City human resources policies and procedures and labor contract provisions.
10. **Principles and practices of public administration, including budgeting, purchasing, contract administration and maintenance of public records.**
11. **Principles and practices of sound business communication.**
12. **Principles and practices of effective management and supervision.**

Ability to:

1. Plan, organize, integrate and manage a broad range of complex applications development, administration and maintenance activities.
2. Establish and maintain project and production schedules.
3. Identify information and technology management issues and opportunities.
4. Perform business process analyses and reach sound logical conclusions regarding user needs and business requirements.
5. Prepare clear, concise and accurate proposals, contracts, reports, correspondence and other technical written materials.
6. Communicate clearly and effectively to diverse audiences of technical and non-technical personnel, both orally and in writing.
7. Provide quality customer service and assess customer needs.
- 8. Assist the Financial and Administrative Services Director in planning, directing, managing, coordinating and integrating the work of multiple divisions providing financial, treasury, purchasing, facilities maintenance and animal care and control services.**
- 9. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research.**

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a four-year college or university with a major in information's systems, information technology or a closely related field. Six years of progressively responsible experience in the management enterprise technology systems and at least two of which were at a project management or supervisory level or an equivalent combination of training and experience.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is regularly required to sit for prolonged periods of time; talk or hear, in person and by telephone; use hands to finger coordination; handle and reach with hands or arms; operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard. The employee frequently is required to walk and stand. The employee is occasionally required to stoop, kneel, crouch, crawl and twist.

Specific vision abilities required by this job include close vision, color vision, the ability to distinguish basic colors and shades, depth perception and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret data and situations; learn and apply new skills or information; perform highly detailed work on multiple concurrent tasks; work under changing and intensive deadlines with frequent interruptions; and interact with City officials, management, staff, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions, and the noise level is usually quiet.

**MINUTES - REGULAR MEETING OF OCTOBER 11, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF OCTOBER 11, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

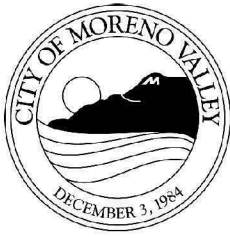
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**MINUTES - REGULAR MEETING OF OCTOBER 11, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 25, 2011

TITLE: PUBLIC HEARING AND ADOPTION OF RESOLUTION REGARDING COUNCILMANIC REDISTRICTING

RECOMMENDED ACTION

1. Staff recommends that the City Council conduct a second public hearing and select a final redistricting map out of the three proposed redistricting plans of the Councilmanic districts in the City of Moreno Valley; and
2. Adopt Resolution No. 2011-106 repealing Resolution No. 2001-60, and adjusting the boundaries of Councilmanic districts, identified as Consultant's Draft Plan No. 3, and designating the number of each such district.

OR

3. Adopt Resolution No. 2011-107 repealing Resolution No. 2011-60, and adjusting the boundaries of Councilmanic districts, identified as Public Plan No. 9 and designating the number of each such district

OR

4. Adopt Resolution No. 2011-108 repealing Resolution No. 2011-60, and adjusting the boundaries of Councilmanic districts, identified as Public Plan No. 10 and designating the number of each such district

BACKGROUND AND DISCUSSION

The California Elections Code provides that after each decennial federal census, general law cities must adjust the boundaries of any or all of the council districts of the city so that the districts be as nearly equal in population as may be and shall comply

with the applicable provisions of §1973 of Title 42 of the United States Code, as amended. In establishing the boundaries of the districts, the council may give consideration to the following factors: topography, geography, cohesiveness, contiguity, integrity, and compactness of territory, and community of interests of the districts. The council must adjust the boundaries of the council districts before the first day of November of the year following the year in which each decennial federal census is taken.

On August 23, 2011, the City Council adopted Resolution No. 2011-93, establishing criteria to guide the process of revising the boundaries of the districts from which members of the City Council are elected. Dr. Alan Heslop, founder of National Demographics Corporation (NDC) made a presentation to the City Council at the October 11, 2011 Regular City Council Meeting. The first public hearing required by Elections Code §21601.1 was held on October 11, 2011, during which the Council considered four redistricting plans proposed by NDC and eleven citizen-drawn maps. Council took action to bring back the Consultant's Draft Plan 3 and Public Plans 9 and 10 for final consideration.

NOTIFICATION

Publication of the agenda.

ALTERNATIVES

California statutes require a second public hearing. There are no other alternatives in order to comply with applicable state law.

FISCAL IMPACT

This expenditure has been included in the City Clerk's budget for 2011/12 fiscal year. Approved budget is located in: 13110.6291- not to exceed \$45,000.00.

ATTACHMENTS/EXHIBITS

1. Proposed Resolutions
2. NDC Memo to Mayor
3. NDC Final Packet
4. NDC Draft Plans
5. Percent Hispanic, African-American & Asian
by Citizen Voting Age Population

Prepared By:
Jane Halstead, City Clerk

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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RESOLUTION NO. 2011-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING RESOLUTION NO. 2001-60, AND ADJUSTING THE BOUNDARIES OF COUNCILMANIC DISTRICTS AND DESIGNATING THE NUMBER OF EACH SUCH DISTRICT

WHEREAS, the City of Moreno Valley (City) was incorporated as of December 3, 1984 pursuant to an election held on November 6, 1984; and

WHEREAS, at said election of November 6, 1984, a majority of the votes cast were in favor of electing members of the City Council by district; and

WHEREAS, by Resolution No. 86-63, and pursuant to Section 34884 of the Government Code of the State of California, the City Council duly established Councilmanic district for the City of Moreno Valley; and

WHEREAS, by Resolution No. 2001-60, and pursuant to Section 21601 of the California Elections Code, the City Council duly adjusted Councilmanic district boundaries for the City of Moreno Valley; and

WHEREAS, in 2010, the United States Government duly conducted a decennial census which included the City ("the Census"); and

WHEREAS, after the Census was complete, and after population figures for the City were received from the United States Bureau of the Census, the City Council duly reexamined the boundaries of the Councilmanic districts of the City to determine the respective districts were as nearly equal in population as may be; and

WHEREAS, pursuant to §21601 of the California Elections Code, after each decennial federal census, the City Council must adjust the boundaries of the respective Councilmanic districts so that they shall be as nearly equal in population as may be; and

WHEREAS, the City Council has heretofore directed staff to report to the Council regarding the distribution of population within the respective Councilmanic districts as heretofore established and regarding other factors which relate to the adjustment of the boundaries of Councilmanic districts, and has employed a qualified consultant for the same purpose; and

WHEREAS, the City Council has received and considered the reports of staff and consultant, and has given consideration to the following factors: topography, geography; cohesiveness, contiguity, integrity, and compactness of territory; and community of interests of the district; and

WHEREAS, the City Council has considered reasonable alternative plans for the required adjustment of the boundaries of Councilmanic districts; and

WHEREAS, it appears to the City Council that the boundaries for Councilmanic districts as shown on the map attached as Exhibit A hereto and more particularly described on Exhibit B hereto established district which are as nearly equal in population as may be and take into consideration as much as reasonably possible the other factors considered by the City Council as described above; and

WHEREAS, pursuant to applicable State law and City regulation, the adjustment of boundaries of Councilmanic districts is exempt from the requirements of the California Environmental Quality Act;

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

Section 1. The Councilmanic districts established by Resolution No. 2001-60 are no longer as nearly equal in population as should be.

Section 2. The boundaries for Councilmanic districts as shown on the map attached hereto as Exhibit A and more particularly described on Exhibit B hereto are hereby approved, and the district delineated and described thereon are hereby declared to be the Councilmanic districts for the City of Moreno Valley until such time as the boundaries of said districts shall be changed in accordance with the law.

Section 3. The district shown on Exhibit A and described on Exhibit B as "District No. 1" shall be Councilmanic District No. 1; the district so shown and described as "District No. 2" shall be Councilmanic District No. 2; the district so shown and described as "District No. 3" shall be Councilmanic District No. 3; the district so shown and described as "District No. 4" shall be Councilmanic District No. 4; and the district so shown and described as "District No. 5" shall be Councilmanic District No. 5.

Section 4. Resolution No. 2001-60 is hereby repealed.

APPROVED AND ADOPTED this 25th day of October, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

2

Resolution No. 2011-106
Date Adopted:

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. 2011-106 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of October, 2011 by the following vote:

AYES:

NOES:

ABSENT:

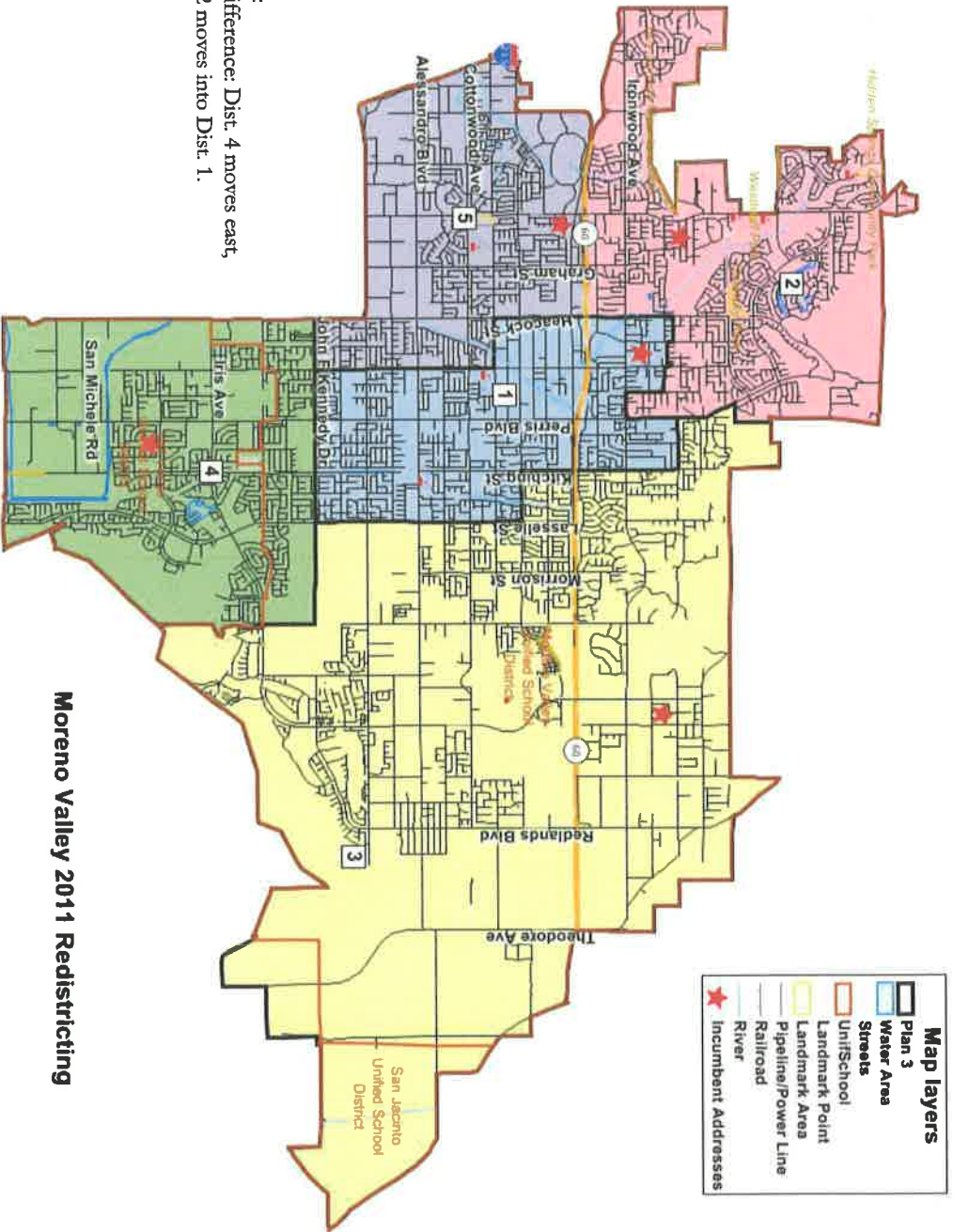
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Draft Plan 3 Map



Notes:
 Key difference: Dist. 4 moves east,
 Dist. 2 moves into Dist. 1.

Moreno Valley 2011 Redistricting

www.NDCCresearch.com

Draft Plan 3 Counts

Plan 3	Tot. Pop.	Dev. % Dev.	NH												
			Hispanic	Blk	Wh	Asn	Ind	DOJ	MR	DOJ	Asn	Ind	MR	DOJ	
1	38,312	-361	-0.93%	23,807	6,059	5,961	191	1,709	206	84	295	84	295	84	295
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393	85	393	85	393
3	38,358	-315	-0.81%	17,086	9,585	7,095	230	3,659	179	139	385	139	385	139	385
4	39,025	352	0.91%	22,104	5,362	8,086	144	2,663	228	97	341	97	341	97	341
5	38,798	125	0.32%	24,620	4,914	6,211	151	2,177	294	75	356	75	356	75	356
Total	193,365	713	1.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	480	1,770	480	1,770
Ideal	38,673														

Abbreviations:
 Dev = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wh = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	18+ Pop	H18+ Pop	NH18+ Wh	NH18+ Blk	NH18+ Ind	NH18+ Asn	NH18+ Hwn	NH18+ Oth	NH18+ OthMR	Total Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,045	10,893	7,841	4,945	175	2,759	110	99	223	16,322	4,702	354	262	616	8,583	2,076	148	122	270
4	25,630	13,552	4,264	5,275	102	2,031	153	67	186	12,608	4,740	252	264	516	5,647	1,955	97	98	195
5	25,124	14,715	3,988	4,139	112	1,744	182	52	192	11,476	4,821	231	181	412	4,590	1,766	74	72	146
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Special Tabulation

American Community Survey (ACS)

Plan 3	NH												Total CVAP	Hisp CVAP	NH White CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP
	Total	Hisp	NH White	NH Blk	NH Asn	NH Ind	NH Hwn	NH MR	Total	Hisp	NH White	NH Blk								
1	18,452	7,697	5,989	3,554	722	194	213	93	18,446	7,789	5,742	3,618	764	118	301	333	4,550			
2	23,099	7,299	9,569	4,276	1,553	204	84	110	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933			
3	20,108	5,984	7,800	4,135	1,697	216	185	99	20,115	6,278	7,536	3,938	1,497	160	232	694	3,704			
4	16,984	6,397	4,932	3,971	1,244	70	37	322	16,994	6,091	5,051	3,888	1,389	91	40	492	4,162			
5	16,428	6,962	4,030	4,240	1,128	20	0	60	16,438	6,970	3,825	4,143	1,094	40	0	501	4,179			
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528			

**CITY OF MORENO VALLEY
COUNCIL DISTRICT DESCRIPTIONS**
(all boundary lines follow the centerline of the streets indicated)

(NOT AVAILABLE AT PRINTING
WILL BE MADE AVAILABLE AT MEETING)

RESOLUTION NO. 2011-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING RESOLUTION NO. 2001-60, AND ADJUSTING THE BOUNDARIES OF COUNCILMANIC DISTRICTS AND DESIGNATING THE NUMBER OF EACH SUCH DISTRICT

WHEREAS, the City of Moreno Valley (City) was incorporated as of December 3, 1984 pursuant to an election held on November 6, 1984; and

WHEREAS, at said election of November 6, 1984, a majority of the votes cast were in favor of electing members of the City Council by district; and

WHEREAS, by Resolution No. 86-63, and pursuant to Section 34884 of the Government Code of the State of California, the City Council duly established Councilmanic district for the City of Moreno Valley; and

WHEREAS, by Resolution No. 2001-60, and pursuant to Section 21601 of the California Elections Code, the City Council duly adjusted Councilmanic district boundaries for the City of Moreno Valley; and

WHEREAS, in 2010, the United States Government duly conducted a decennial census which included the City ("the Census"); and

WHEREAS, after the Census was complete, and after population figures for the City were received from the United States Bureau of the Census, the City Council duly reexamined the boundaries of the Councilmanic districts of the City to determine the respective districts were as nearly equal in population as may be; and

WHEREAS, pursuant to §21601 of the California Elections Code, after each decennial federal census, the City Council must adjust the boundaries of the respective Councilmanic districts so that they shall be as nearly equal in population as may be; and

WHEREAS, the City Council has heretofore directed staff to report to the Council regarding the distribution of population within the respective Councilmanic districts as heretofore established and regarding other factors which relate to the adjustment of the boundaries of Councilmanic districts, and has employed a qualified consultant for the same purpose; and

WHEREAS, the City Council has received and considered the reports of staff and consultant, and has given consideration to the following factors: topography, geography; cohesiveness, contiguity, integrity, and compactness of territory; and community of interests of the district; and

WHEREAS, the City Council has considered reasonable alternative plans for the required adjustment of the boundaries of Councilmanic districts; and

WHEREAS, it appears to the City Council that the boundaries for Councilmanic districts as shown on the map attached as Exhibit A hereto and more particularly described on Exhibit B hereto established district which are as nearly equal in population as may be and take into consideration as much as reasonably possible the other factors considered by the City Council as described above; and

WHEREAS, pursuant to applicable State law and City regulation, the adjustment of boundaries of Councilmanic districts is exempt from the requirements of the California Environmental Quality Act;

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

Section 1. The Councilmanic districts established by Resolution No. 2001-60 are no longer as nearly equal in population as should be.

Section 2. The boundaries for Councilmanic districts as shown on the map attached hereto as Exhibit A and more particularly described on Exhibit B hereto are hereby approved, and the district delineated and described thereon are hereby declared to be the Councilmanic districts for the City of Moreno Valley until such time as the boundaries of said districts shall be changed in accordance with the law.

Section 3. The district shown on Exhibit A and described on Exhibit B as "District No. 1" shall be Councilmanic District No. 1; the district so shown and described as "District No. 2" shall be Councilmanic District No. 2; the district so shown and described as "District No. 3" shall be Councilmanic District No. 3; the district so shown and described as "District No. 4" shall be Councilmanic District No. 4; and the district so shown and described as "District No. 5" shall be Councilmanic District No. 5.

Section 4. Resolution No. 2001-60 is hereby repealed.

APPROVED AND ADOPTED this 25th day of October, 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. 2011-107 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of October, 2011 by the following vote:

AYES:

NOES:

ABSENT:

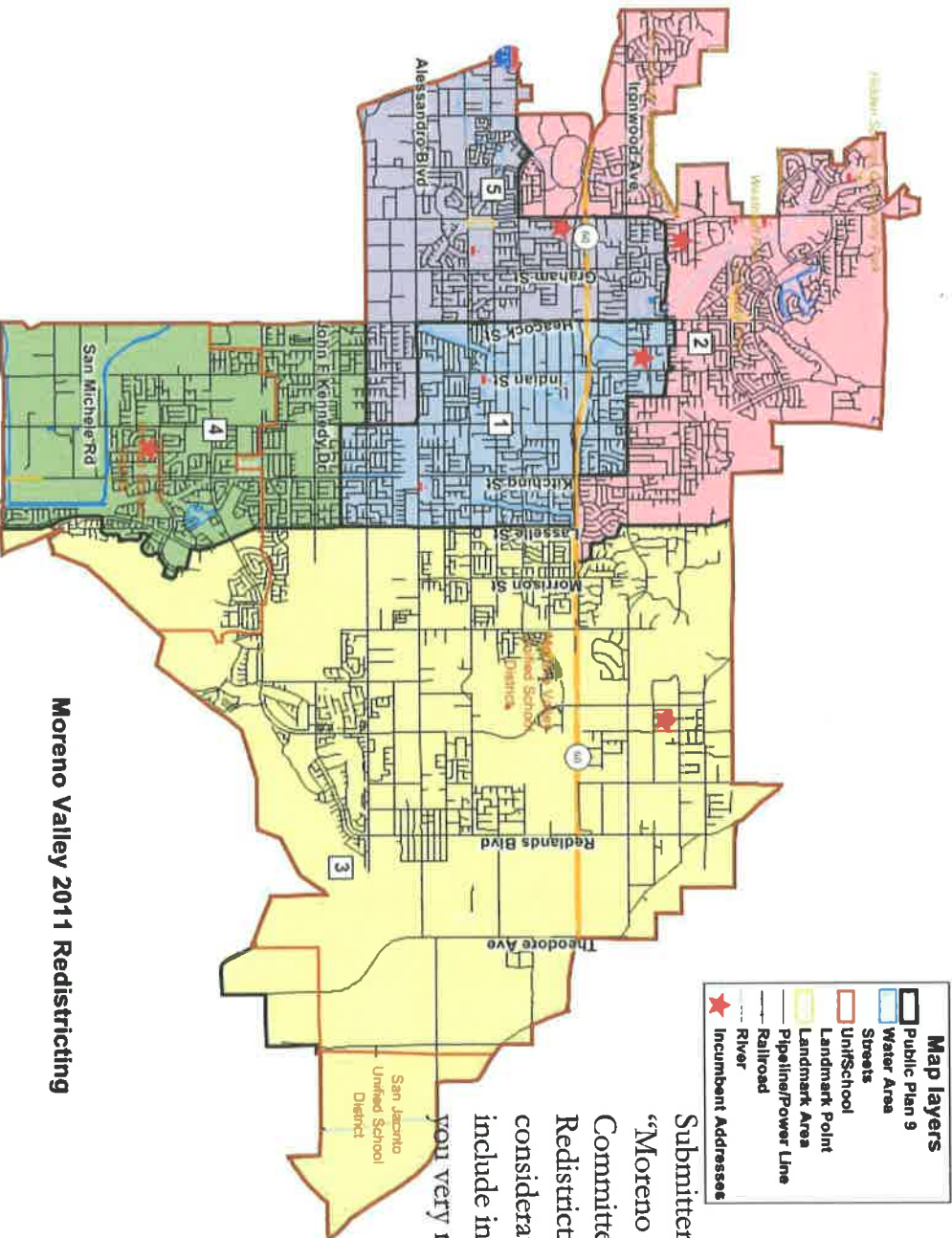
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Public Plan 9



Submitter's comment:
 "Moreno Valley Redistricting Committee final Councilmatic Redistricting MAP. For you consideration please review and include into the process. Thank you very much."

Moreno Valley 2011 Redistricting

Public Plan 9 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hispc	NH Wht	NH Blk	DOJ NH DOJ	NH Ind	DOJ NH DOJ	NH Asn	DOJ NH DOJ	NH Hwn	DOJ NH DOJ	NH Oth	NH OthMR
1	38,321	-352	-0.91%	23,965	5,564	6,203	202	1,736	243	102	306				
2	38,659	-14	-0.04%	16,954	11,308	6,742	220	2,790	168	92	385				
3	38,014	-659	-1.70%	16,411	8,862	7,863	191	3,954	207	147	379				
4	38,938	265	0.69%	23,401	5,355	7,191	151	2,229	206	79	326				
5	39,433	760	1.97%	24,438	5,484	6,729	149	1,923	276	60	374				
Total	193,365	1,419	3.67%	105,169	36,573	34,728	913	12,632	1,100	480	1,770				
Ideal	38,673														

Abbreviations:
 Dev = Deviation
 Hispc = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Reg.	Asn + Fil.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	25,253	14,534	4,623	4,173	146	1,381	165	65	166	12,259	4,780	149	9	158	5,218	1,837	55	73	128	
2	27,702	11,001	9,180	4,718	169	2,193	125	64	252	17,699	5,061	382	50	432	9,264	2,262	161	113	274	
3	26,349	10,302	7,180	5,314	150	2,961	126	108	208	15,253	4,287	331	39	370	7,746	1,855	133	122	255	
4	25,754	14,412	4,355	4,787	106	1,715	138	54	187	12,696	5,063	217	15	232	5,751	2,083	82	102	184	
5	25,811	14,760	4,525	4,439	111	1,549	176	41	210	12,012	4,769	221	33	254	4,965	1,775	72	64	136	
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	146	1,446	32,944	9,812	503	474	977	

Special Tabulation

American Community Survey (ACS)

Dist.	Total CVAP	Hispc CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hispc CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	17,926	7,740	5,589	3,567	768	57	146	70	18,164	7,767	5,661	3,566	770	67	245	300	4,418
2	23,160	7,193	9,493	4,428	1,557	187	194	104	23,012	6,891	9,710	4,258	1,427	134	142	721	3,891
3	18,721	5,127	7,163	4,049	1,992	181	91	127	18,888	5,707	6,868	3,929	1,624	152	174	615	3,536
4	17,298	6,824	5,214	3,738	1,030	139	29	317	17,093	6,459	4,868	3,902	1,295	129	39	517	4,445
5	17,965	7,454	4,860	4,394	999	140	60	66	17,871	7,457	4,771	4,105	956	77	108	554	4,238
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 9 Percentages

Dist.	% Hisp.	% NH Whit	% NH DOI Blk	% NH DOI Ind	% NH DOI Asn	% NH Hwn	% NH DOI Oh	% NH OthMR	% NH DOJ
1	62.5%	14.5%	16.2%	0.5%	4.5%	0.6%	0.3%	0.8%	0.8%
2	43.9%	29.3%	17.4%	0.6%	7.2%	0.4%	0.2%	1.0%	1.0%
3	43.2%	23.3%	20.7%	0.5%	10.4%	0.5%	0.4%	1.0%	1.0%
4	60.1%	13.8%	18.5%	0.4%	5.7%	0.5%	0.2%	0.8%	0.8%
5	62.0%	13.9%	17.1%	0.4%	4.9%	0.7%	0.2%	0.9%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%	0.9%

Abbreviations:
 Dev = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Whit = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+ Whit	% NH18+ DOI Blk	% NH18+ DOI Ind	% NH18+ DOI Asn	% NH18+ Hwn	% NH18+ DOI Oh	% NH18+ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	57.6%	18.3%	16.5%	0.6%	5.5%	0.7%	0.3%	0.7%	39.0%	1.2%	0.1%	1.3%	35.2%	1.1%	1.4%	2.5%
2	39.7%	33.1%	17.0%	0.6%	7.9%	0.5%	0.2%	0.9%	28.6%	2.2%	0.3%	2.4%	24.4%	1.7%	1.2%	3.0%
3	39.1%	27.2%	20.2%	0.6%	11.2%	0.5%	0.4%	0.8%	28.1%	2.2%	0.3%	2.4%	23.9%	1.7%	1.6%	3.3%
4	56.0%	16.9%	18.6%	0.4%	6.7%	0.5%	0.2%	0.7%	39.9%	1.7%	0.1%	1.8%	36.2%	1.4%	1.8%	3.2%
5	57.2%	17.5%	17.2%	0.4%	6.0%	0.7%	0.2%	0.8%	39.7%	1.8%	0.3%	2.1%	35.8%	1.5%	1.3%	2.7%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	0.2%	2.1%	29.8%	1.5%	1.4%	3.0%

Special Tabulation

Dist.	% Total CVAP	% Hisp CVAP	% NH Whit CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH OthMR CVAP	% Total CVAP	% Hisp CVAP	% NH Whit CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	71.0%	43.2%	31.2%	19.9%	4.3%	0.3%	0.8%	0.4%	71.9%	42.8%	31.2%	19.6%	4.2%	0.4%	1.3%	1.7%	24.3%
2	83.6%	31.1%	41.0%	19.1%	6.7%	0.8%	0.8%	0.5%	83.1%	29.9%	42.2%	18.5%	6.2%	0.6%	0.6%	3.1%	16.9%
3	71.1%	27.4%	38.3%	21.6%	10.6%	1.0%	0.5%	0.7%	71.7%	30.2%	36.4%	20.8%	8.6%	0.8%	0.9%	3.3%	18.7%
4	67.2%	39.4%	30.1%	21.6%	6.0%	0.8%	0.2%	1.8%	66.4%	37.8%	28.5%	22.8%	7.6%	0.8%	0.2%	3.0%	26.0%
5	69.6%	41.5%	27.1%	24.5%	5.6%	0.8%	0.3%	0.4%	69.2%	41.7%	26.7%	23.0%	5.3%	0.4%	0.6%	3.1%	23.7%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%

American Community Survey (ACS)

CITY OF MORENO VALLEY
COUNCIL DISTRICT DESCRIPTIONS
(all boundary lines follow the centerline of the streets indicated)

(NOT AVAILABLE AT PRINTING
WILL BE MADE AVAILABLE AT MEETING)

RESOLUTION NO. 2011-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING RESOLUTION NO. 2001-60, AND ADJUSTING THE BOUNDARIES OF COUNCILMANIC DISTRICTS AND DESIGNATING THE NUMBER OF EACH SUCH DISTRICT

WHEREAS, the City of Moreno Valley (City) was incorporated as of December 3, 1984 pursuant to an election held on November 6, 1984; and

WHEREAS, at said election of November 6, 1984, a majority of the votes cast were in favor of electing members of the City Council by district; and

WHEREAS, by Resolution No. 86-63, and pursuant to Section 34884 of the Government Code of the State of California, the City Council duly established Councilmanic district for the City of Moreno Valley; and

WHEREAS, by Resolution No. 2001-60, and pursuant to Section 21601 of the California Elections Code, the City Council duly adjusted Councilmanic district boundaries for the City of Moreno Valley; and

WHEREAS, in 2010, the United States Government duly conducted a decennial census which included the City ("the Census"); and

WHEREAS, after the Census was complete, and after population figures for the City were received from the United States Bureau of the Census, the City Council duly reexamined the boundaries of the Councilmanic districts of the City to determine the respective districts were as nearly equal in population as may be; and

WHEREAS, pursuant to §21601 of the California Elections Code, after each decennial federal census, the City Council must adjust the boundaries of the respective Councilmanic districts so that they shall be as nearly equal in population as may be; and

WHEREAS, the City Council has heretofore directed staff to report to the Council regarding the distribution of population within the respective Councilmanic districts as heretofore established and regarding other factors which relate to the adjustment of the boundaries of Councilmanic districts, and has employed a qualified consultant for the same purpose; and

WHEREAS, the City Council has received and considered the reports of staff and consultant, and has given consideration to the following factors: topography, geography; cohesiveness, contiguity, integrity, and compactness of territory; and community of interests of the district; and

WHEREAS, the City Council has considered reasonable alternative plans for the required adjustment of the boundaries of Councilmanic districts; and

WHEREAS, it appears to the City Council that the boundaries for Councilmanic districts as shown on the map attached as Exhibit A hereto and more particularly described on Exhibit B hereto established district which are as nearly equal in population as may be and take into consideration as much as reasonably possible the other factors considered by the City Council as described above; and

WHEREAS, pursuant to applicable State law and City regulation, the adjustment of boundaries of Councilmanic districts is exempt from the requirements of the California Environmental Quality Act;

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

Section 1. The Councilmanic districts established by Resolution No. 2001-60 are no longer as nearly equal in population as should be.

Section 2. The boundaries for Councilmanic districts as shown on the map attached hereto as Exhibit A and more particularly described on Exhibit B hereto are hereby approved, and the district delineated and described thereon are hereby declared to be the Councilmanic districts for the City of Moreno Valley until such time as the boundaries of said districts shall be changed in accordance with the law.

Section 3. The district shown on Exhibit A and described on Exhibit B as "District No. 1" shall be Councilmanic District No. 1; the district so shown and described as "District No. 2" shall be Councilmanic District No. 2; the district so shown and described as "District No. 3" shall be Councilmanic District No. 3; the district so shown and described as "District No. 4" shall be Councilmanic District No. 4; and the district so shown and described as "District No. 5" shall be Councilmanic District No. 5.

Section 4. Resolution No. 2001-60 is hereby repealed.

APPROVED AND ADOPTED this 25th day of October, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

2

Resolution No. 2011-108
Date Adopted:

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. 2011-108 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of October, 2011 by the following vote:

AYES:

NOES:

ABSENT:

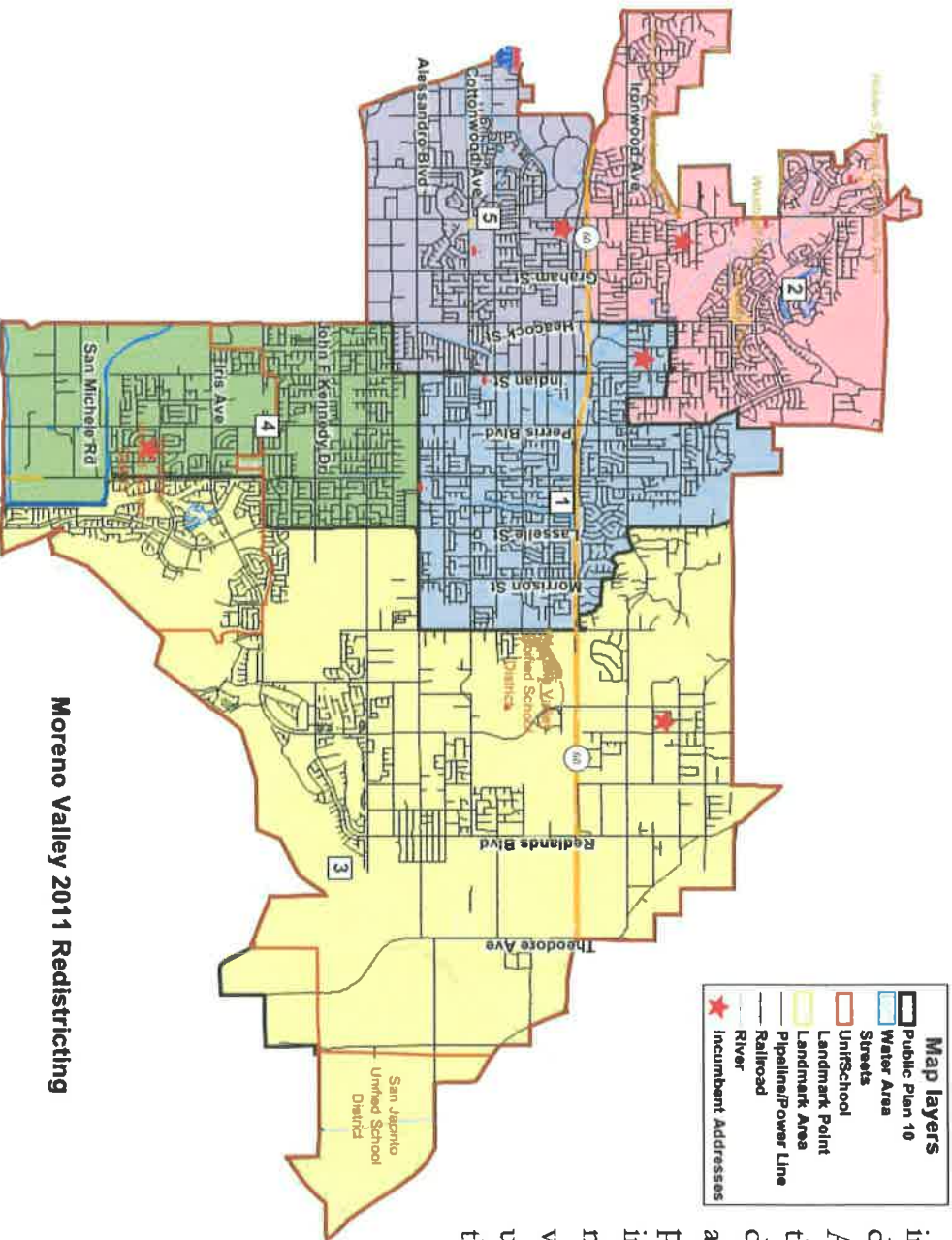
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Public Plan 10



Moreno Valley 2011 Redistricting

Submitter's comment:
"My goal was to keep the integrity of the original districts as much as possible. All council members are in their own districts and all district populations are in the acceptable range. I think my plan keeps areas of common interest together better than many of the other maps I've viewed. The system was easy to use. Thank-you for allowing the public to participate."

Public Plan 10 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hispanic	NH White	NH Black	DOJ Black	NH Ind	DOJ Ind	NH Asn	DOJ Asn	NH Hwn	DOJ Hwn	NH Oth	DOJ Oth	DOJ OthMR
1	38,691	18	0.05%	22,417	6,955	6,004	232	2,448	203	104	328	85	393	133	415	266
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393	133	415	266	209	272
3	39,033	360	0.93%	16,468	8,744	9,007	178	3,865	223	133	415	80	266	209	272	368
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266	160	2,059	272	368	368
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368	160	2,059	272	368	368
Total	193,365	684	1.77%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	480	1,770	480	1,770	1,770
Ideal	38,673															

Abbreviations:
 Dev = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOI Blk	NH18+ DOI Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot Reg	Hispanic Reg	Asn. Reg.	Fil Reg.	Reg.	Asn + Fil.	Tot. Vote.	Hispanic Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	26,345	14,012	5,714	4,185	175	1,861	140	66	192	14,118	5,080	263	187	450	6,722	2,125	97	83	180	
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244	
3	27,078	10,372	7,109	6,070	131	2,930	149	102	215	15,438	4,341	329	317	646	7,715	1,845	143	126	269	
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149	
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135	
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977	

Special Tabulation

American Community Survey (ACS)

Dist.	Total CVAP	Hispanic CVAP	NH White CVAP	NH Black CVAP	NH Asian CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	Total CVAP	Hispanic CVAP	NH White CVAP	NH Black CVAP	NH Asian CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,865	7,495	6,715	4,231	914	114	353	43	19,877	7,380	6,768	3,966	964	71	377	536	4,186
2	23,099	7,299	9,569	4,276	1,553	204	84	110	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933
3	18,635	5,385	6,815	4,037	1,943	179	42	240	19,263	5,987	6,899	4,069	1,673	157	137	589	3,737
4	17,602	7,513	5,175	3,542	954	187	41	186	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802
5	15,871	6,646	4,045	4,090	981	20	0	105	15,740	6,589	3,834	3,916	990	16	0	444	3,869
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 10 Percentages

Dist.	% Hisp.	% NH		% NH		% NH		% NH		% NH		% NH	
		Wht	DOI Blk	DOI Ind	DOI Asn	Hwn	DOJ	DOI Oth	OthMR	DOJ	DOI Oth	OthMR	DOJ
1	57.9%	18.0%	15.5%	0.6%	6.3%	0.5%	0.3%	0.3%	0.8%	0.8%	0.8%	0.8%	0.8%
2	45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	0.2%	1.0%	1.0%	1.0%	1.0%	1.0%
3	42.2%	22.4%	23.1%	0.5%	9.9%	0.6%	0.3%	0.3%	1.1%	1.1%	1.1%	1.1%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.2%	0.7%	0.7%	0.7%	0.7%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	0.2%	1.0%	1.0%	1.0%	1.0%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.2%	0.9%	0.9%	0.9%	0.9%	0.9%

Abbreviations:
 Dev = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+ Pop	% NH18+ Wht	% NH18+ DOI Blk	% NH18+ DOI Ind	% NH18+ DOI Asn	% NH18+ Hwn	% NH18+ DOJ	% NH18+ DOI Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	53.2%	21.7%	15.9%	0.7%	7.1%	0.5%	0.3%	0.3%	0.7%	36.0%	1.9%	1.3%	3.2%	31.6%	1.4%	1.2%	2.7%
2	40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
3	38.3%	26.3%	22.4%	0.5%	10.8%	0.6%	0.4%	0.4%	0.8%	28.1%	2.1%	2.1%	4.2%	23.9%	1.9%	1.6%	3.5%
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	% Total CVAP	% Hisp CVAP	Special Tabulation												American Community Survey (ACS)											
			% NH Wht	% NH DOI Blk	% NH DOI Ind	% NH DOI Asn	% NH Hwn	% NH DOJ	% NH DOI Oth	% NH MR	% NH OthMR	% Total CVAP	% Hisp CVAP	% NH Wht	% NH Blk	% NH Asn	% NH Ind	% NH Hwn	% NH MR	% NH Oth						
1	75.4%	37.7%	33.8%	21.3%	4.6%	0.6%	1.8%	0.2%	0.2%	75.4%	37.1%	34.1%	20.0%	4.8%	0.4%	1.9%	2.7%	21.1%								
2	84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	17.1%								
3	68.8%	28.9%	36.6%	21.7%	10.4%	1.0%	0.2%	1.3%	1.3%	71.1%	31.1%	35.8%	21.1%	8.7%	0.8%	0.7%	3.1%	19.4%								
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	1.1%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%	28.1%								
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	0.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%	24.6%								
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%								

**CITY OF MORENO VALLEY
COUNCIL DISTRICT DESCRIPTIONS**
(all boundary lines follow the centerline of the streets indicated)

(NOT AVAILABLE AT PRINTING
WILL BE MADE AVAILABLE AT MEETING)

MEMORANDUM

October 15, 2011

To: Mayor Richard A. Stewart

Fr: Alan Heslop, National Demographics Corporation (NDC)

Re: Presentation on Redistricting of October 11, 2011

City Clerk Jane Halstead has suggested that NDC summarize the points made in the presentation at the Council's public hearing, emphasizing comments made on NDC's Draft Plan 3 and on Public Plans 9 and 10.

Strategic Challenges

The City Council must act to equalize the populations of its districts. Currently, they are more than 70% deviant from equality. Looking at the City map, and remembering that one of the criteria is to preserve the existing cores of the districts, that another criterion is not to pair incumbents, and that a third is to maintain reasonable compactness, it seems clear that the population movement must be from the west to the east and from the north to the south. Thus, District 2 must move either south or east or both, and districts 1 and 4 must move east.

In addition, of course, we need to preserve community of interest, follow visible boundaries to the extent possible, and avoid VRA violations that would impair the effective representation of minorities. And, although it is much less important than in the past, we should see if it is possible to under-populate the high-growth district 3. Not all of these requirements can be met equally well in any one plan.

NDC's Four Draft Maps

NDC developed four draft plans that we believe meet most of these challenges while also differing markedly from one another. We developed them with the aim of eliciting reactions both from the public and the members of the Council. They have already been aired before the

public and have stimulated a variety of responses, including a number of citizen-drawn public plans. The Council chose NDC Draft Plan 3 for consideration.

NDC PLAN 3

This plan provides reasonably good population equality at 1.84% deviation. Districts 1 and 2 are both at around 42% Hispanic Citizen Voting Age Population (HCVAP). The plan exhibits good compactness at 0.47. It under-populates district 3 (-0.81%). It preserves the existing cores of districts. The plan splits Moreno Valley Ranch between districts 3 and 4 (and not quite along the lines of the East and West ranches).

THE PUBLIC MAPS

The City should be proud of the interest taken by citizens in the redistricting process: eleven maps were designed by members of the public. There are, of course, various ways of comparing these public plans; and to make the task easier NDC suggested sharply reducing the number of plans to those we judged especially worthy of the Council's attention, namely Public Plans 1, 3, 8, 9, 10 and 11.

In reviewing the plans, the consultant suggested that the Council might find it helpful to keep in mind two basic decisions in designing districts for Moreno Valley. The first decision is whether or not to stretch the current districts well to the east. Public plans 1, 3 and 8 do exactly that; but public plans 9, 10 and 11 do not. The proponents of that eastward thrust see it as a way of recognizing the logic of future growth or as a way of better recognizing demographic realities.

The second decision is whether to bring district 2 southwards, with the result that district 1 moves north. This is the strategy of two plans developed by the Moreno Valley Citizens Redistricting Committee (MVCRC) and of Public Plan 10. It is a strategy that allows somewhat better preservation of cores of the existing districts. The alternative is to stretch district 2 over the top of district 1 and move it into the northern portion of district 3. This is the strategy of Public Plans 1,3, 8, 9 and 11.

Following are the consultant's comments on the two Public Plans --9 and 10 -- chosen for attention by the Council.

Public Plan 9. This plan, the last to be submitted by MVCRC, has a deviation of 3.6%. It under-populates district 3 (-1.70%). The HCVAP in district 1 is at 43.2% and at 41.5% in district 5. Although MVCRC's first plan submitted --Public Plan 1 -- had a lower deviation, it was somewhat less compact and stretched district 2 far to the east. Public Plan 9 (compactness measure of 0.44) is an improvement. The plan keeps Moreno Valley Ranch together and uses Lasselle Street as the dividing line for the city; it splits Val Verde school district between districts 3 and 4. MVCRC is to be congratulated on a good series of maps, culminating in Public Plan 9.

Public Plan 10. This is an improved version of public plan 2, which although a very good design suffered from a deviation of 4.8% and also accidentally paired incumbents. Even so, Public Plan 2 was the most compact of the plans submitted and did an excellent job of preserving district cores. This revised version, public plan 10, has a deviation of less than 2% and keeps incumbents in separate districts. District 1 stands at 37.7% HCVAP, and the plan has two other districts (districts 4 and 5) with around 42% HCVAP. It has the best compactness of any of the plans (compactness measure of 0.49). It keeps Moreno Valley Ranch together and splits Val Verde school district. It fails to under-populate district 3.

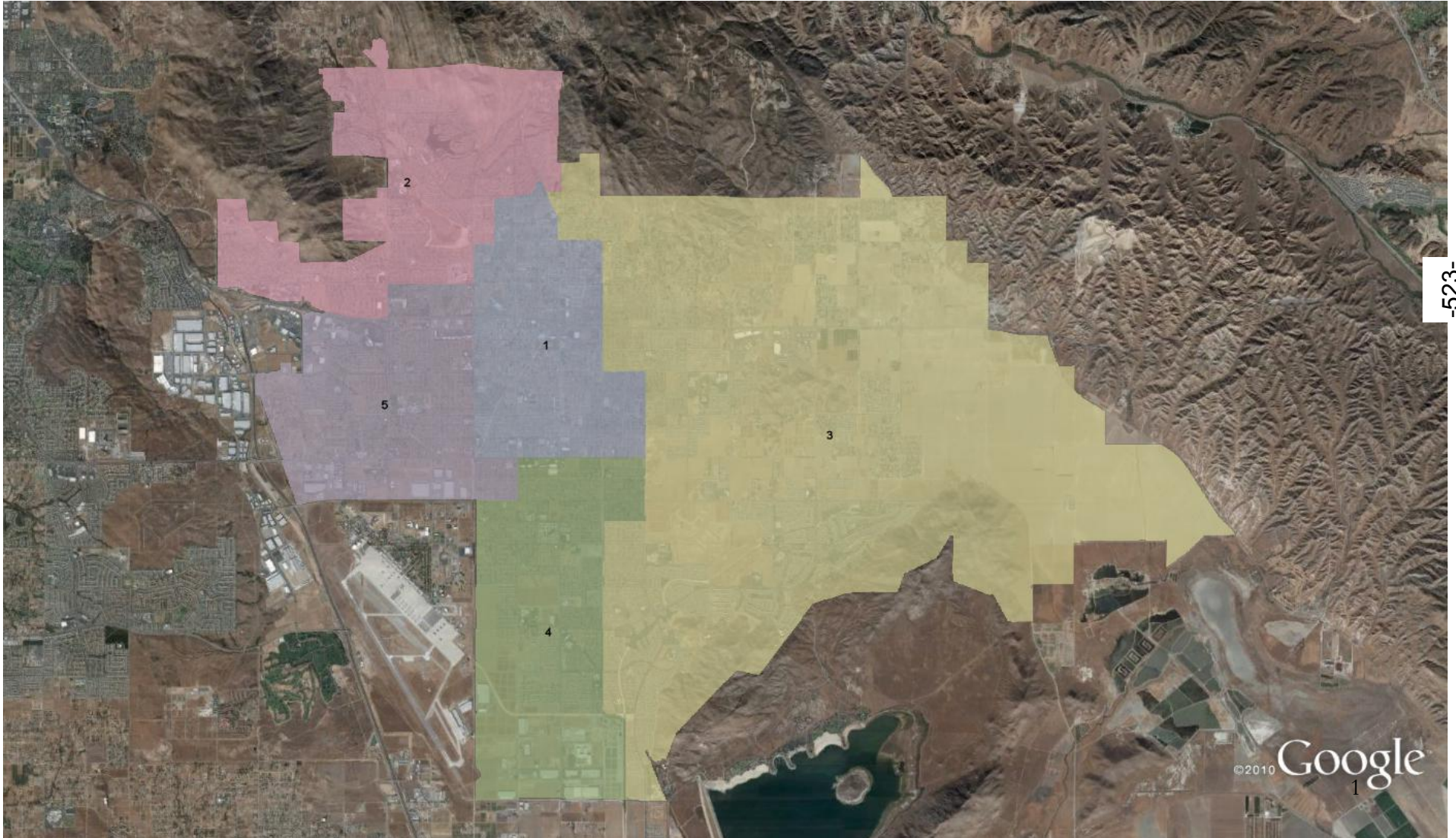
Materials for October 25

In preparation for the Council's next meeting on October 25th, NDC has prepared the materials that follow on NDC Draft Plan 3 and on Public Plans 9 and 10.

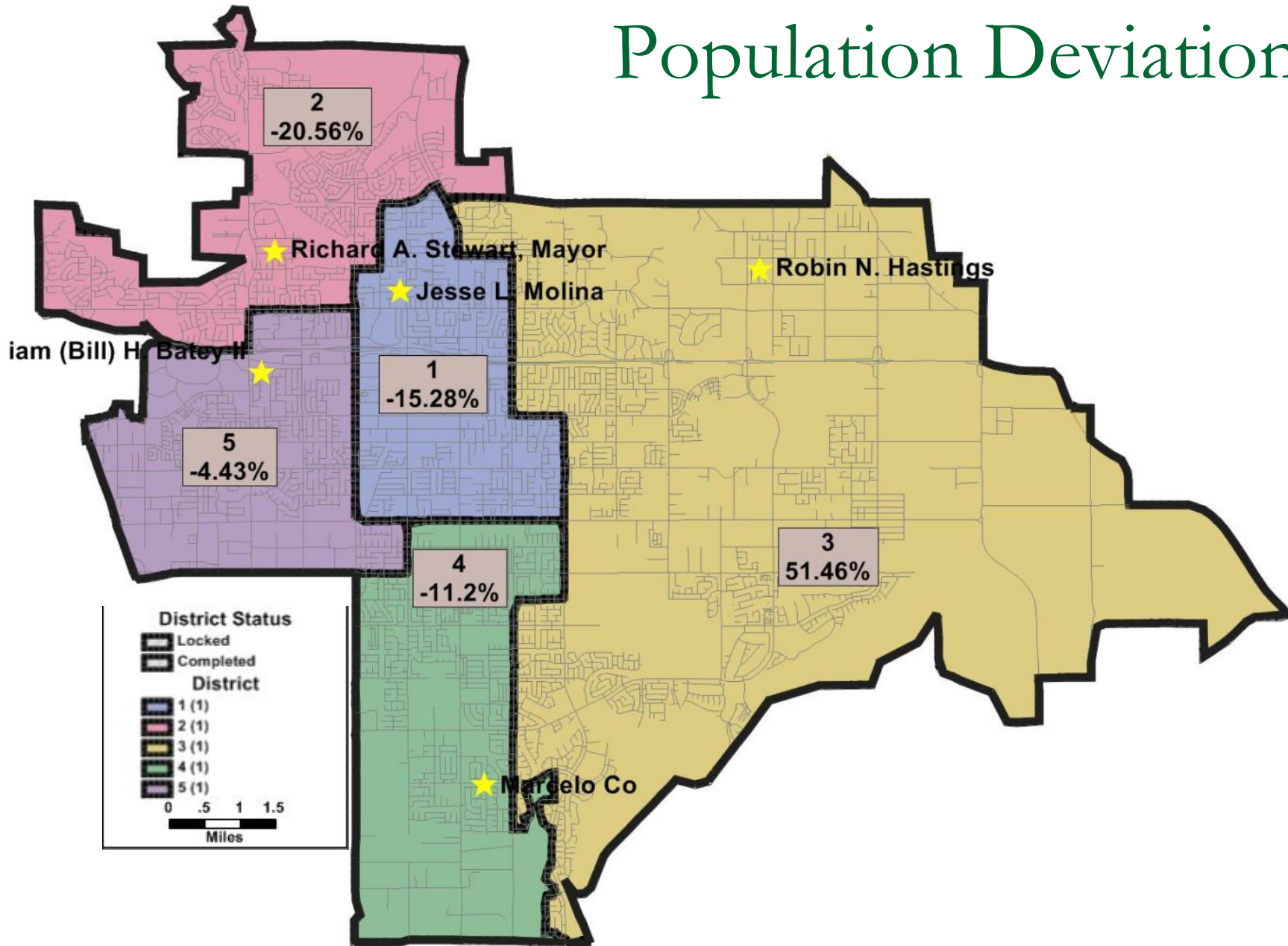
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City of Moreno Valley 2011 Redistricting

National Demographics Corporation



Population Deviation

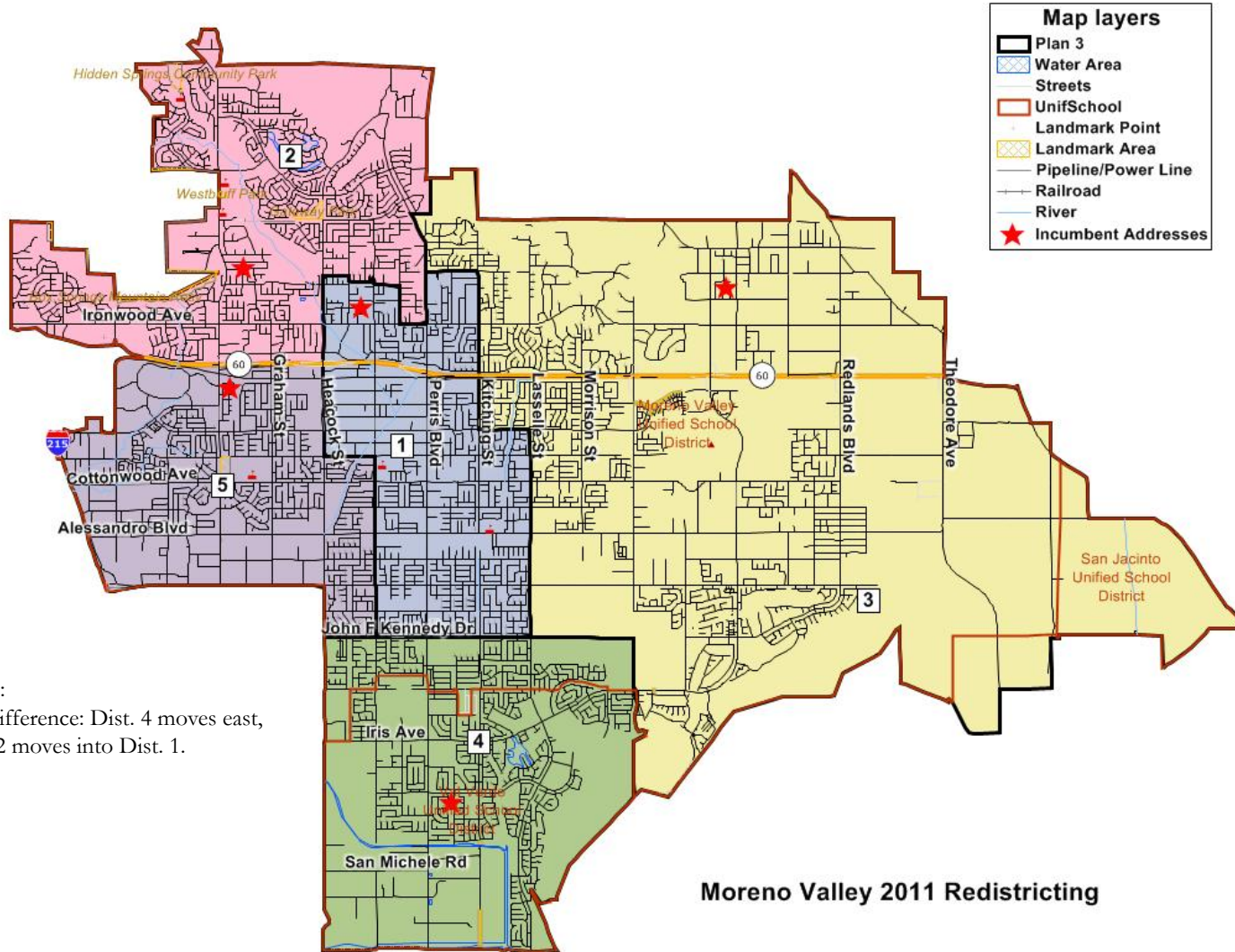


Redistricting Criteria



- **Equal Population**
- **Comply with Federal Voting Rights Act**
- **Respect communities of interest**
- **Follow Visible (natural & man-made) boundaries**
 - Make it easy for residents of a district to understand its borders (and to engage their neighbors in precinct walking or other election activities)
 - But do not use Highway 99 – try for districts that combine areas east and west of 99.
- **Compact & contiguous districts**
 - Also makes it easier for voters to understand their district’s borders.
- **Continuity in office**
 - Redistricting, an administrative process, should not tell the voters they can no longer elect a candidate they have previously elected (which is what happens when two or more incumbents are “paired”).
- **Population growth**
 - Growth is much less certain in 2011 than it was in 2011, so this is harder to justify than it was in 2001.
- **Preserve Core of existing districts**
 - Don’t move voters around unless needed to achieve one of the other goals.

Draft Plan 3 Map



-526-

Item No. E.1

Draft Plan 3 Counts

Plan 3	Tot. Pop.	Dev.	% Dev.	NH							
				Hisp	NH Wht	NH DOJ Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,312	-361	-0.93%	23,807	6,059	5,961	191	1,709	206	84	295
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393
3	38,358	-315	-0.81%	17,086	9,585	7,095	230	3,659	179	139	385
4	39,025	352	0.91%	22,104	5,362	8,086	144	2,663	228	97	341
5	38,798	125	0.32%	24,620	4,914	6,211	151	2,177	294	75	356
Total	193,365	713	1.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Asn + Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn. Fil. Vote.
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,045	10,893	7,841	4,945	175	2,759	110	99	223	16,322	4,702	354	262	616	8,583	2,076	148	122	270
4	25,630	13,552	4,264	5,275	102	2,031	153	67	186	12,608	4,740	252	264	516	5,647	1,955	97	98	195
5	25,124	14,715	3,988	4,139	112	1,744	182	52	192	11,476	4,821	231	181	412	4,590	1,766	74	72	146
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 3	Special Tabulation									American Community Survey (ACS)									
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	
1	18,452	7,697	5,989	3,554	722	194	213	93	18	18,446	7,789	5,742	3,618	764	118	301	333	4,550	
2	23,099	7,299	9,569	4,276	1,553	204	84	110	18	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933	
3	20,108	5,984	7,800	4,135	1,697	216	185	99	18	20,115	6,278	7,536	3,938	1,497	160	232	694	3,704	
4	16,984	6,397	4,932	3,971	1,244	70	37	322	18	16,994	6,091	5,051	3,888	1,389	91	40	492	4,162	
5	16,428	6,962	4,030	4,240	1,128	20	0	60	18	16,438	6,970	3,825	4,143	1,094	40	0	501	4,179	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	72	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Draft Plan 3 Percentages

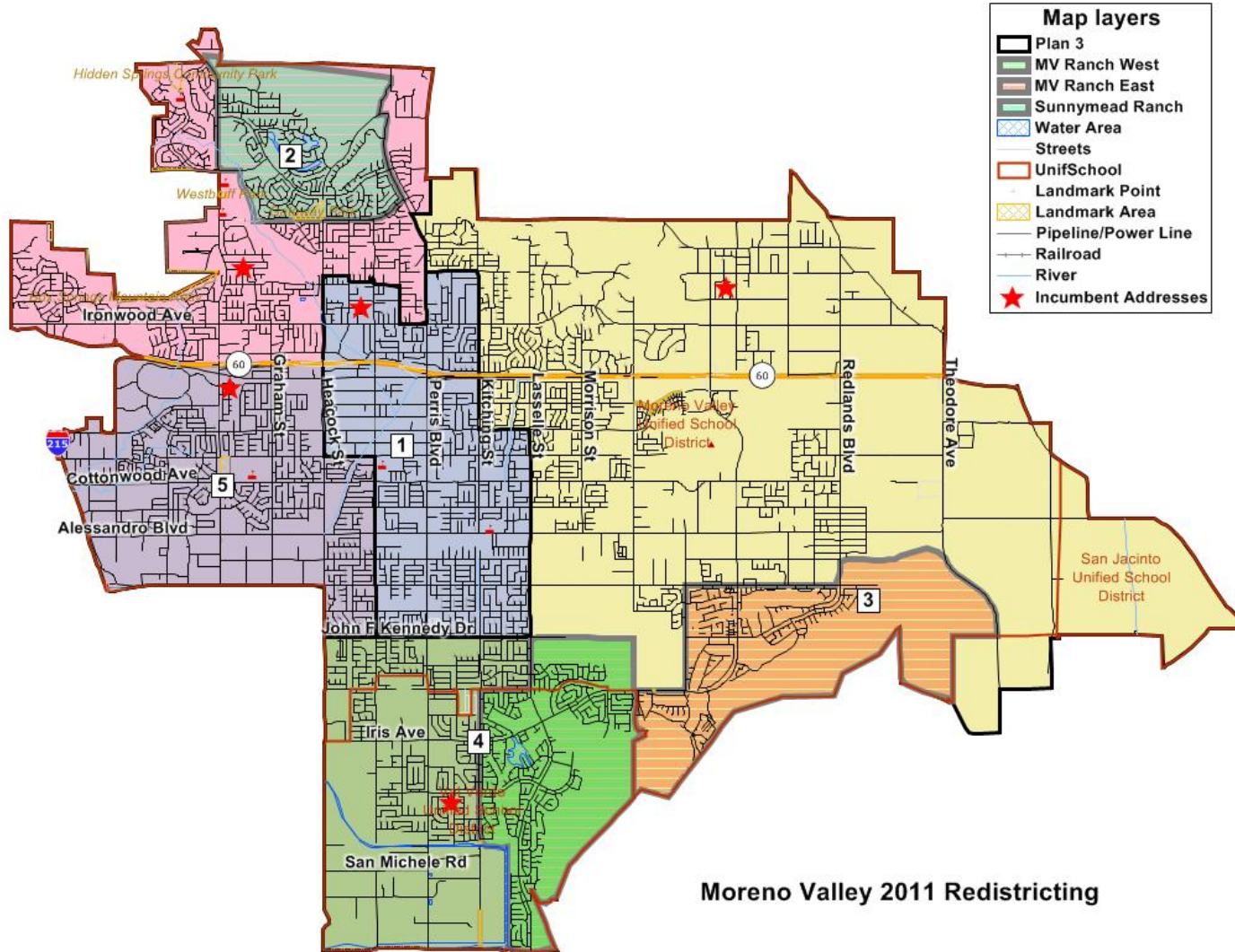
% Hisp.	% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
62.1%	15.8%	15.6%	0.5%	4.5%	0.5%	0.2%	0.8%
45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
44.5%	25.0%	18.5%	0.6%	9.5%	0.5%	0.4%	1.0%
56.6%	13.7%	20.7%	0.4%	6.8%	0.6%	0.2%	0.9%
63.5%	12.7%	16.0%	0.4%	5.6%	0.8%	0.2%	0.9%
54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Asn + Fil. Vote.	
57.2%	19.8%	15.7%	0.5%	5.3%	0.6%	0.2%	0.7%	39.0%	1.3%	1.2%	2.5%	34.8%	1.0%	1.2%
40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%
40.3%	29.0%	18.3%	0.6%	10.2%	0.4%	0.4%	0.8%	28.8%	2.2%	1.6%	3.8%	24.2%	1.7%	1.4%
52.9%	16.6%	20.6%	0.4%	7.9%	0.6%	0.3%	0.7%	37.6%	2.0%	2.1%	4.1%	34.6%	1.7%	1.7%
58.6%	15.9%	16.5%	0.4%	6.9%	0.7%	0.2%	0.8%	42.0%	2.0%	1.6%	3.6%	38.5%	1.6%	1.6%
49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%

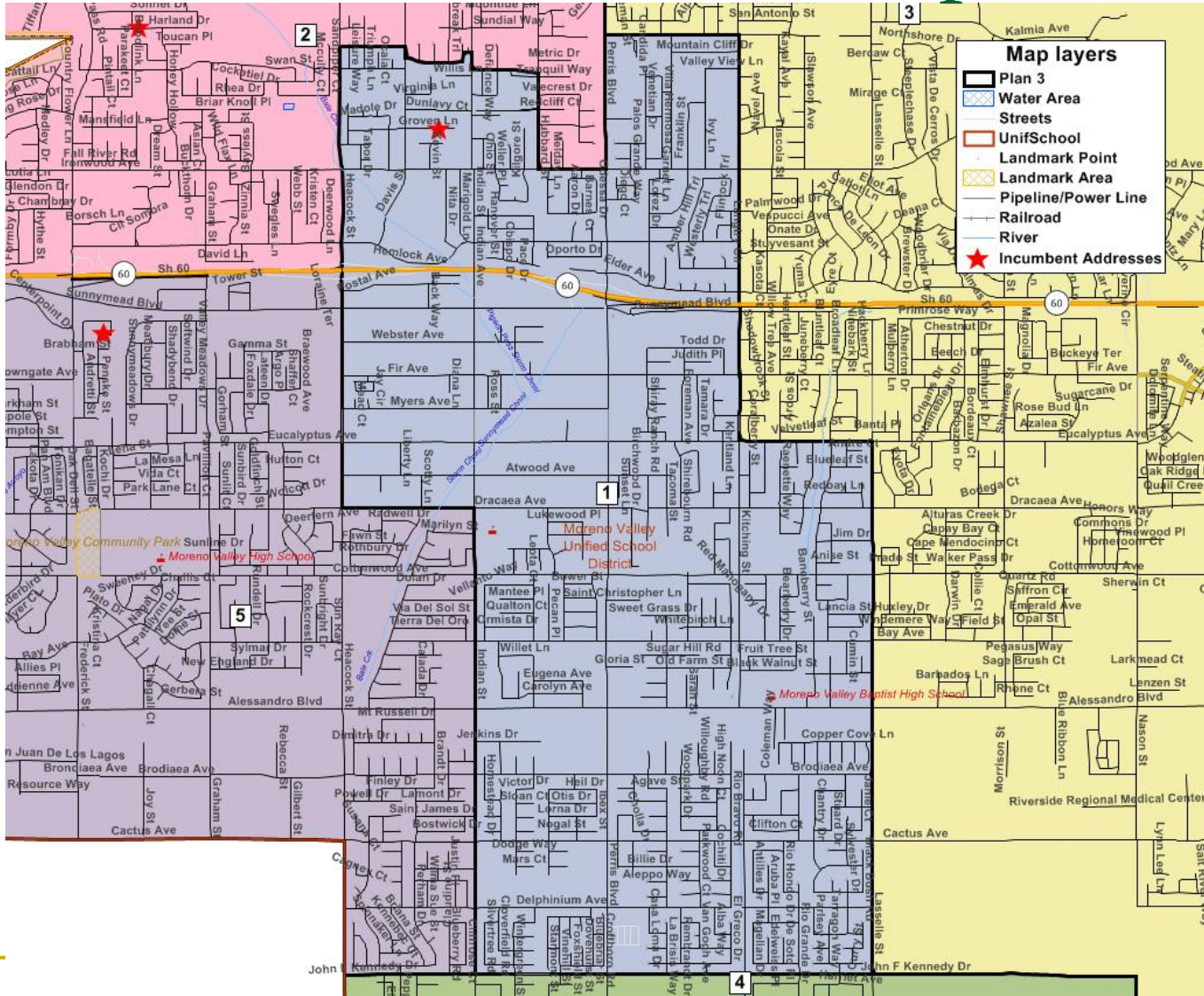
Special Tabulation								American Community Survey (ACS)								
% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
72.1%	41.7%	32.5%	19.3%	3.9%	1.1%	1.2%	0.5%	72.0%	42.2%	31.1%	19.6%	4.1%	0.6%	1.6%	1.8%	24.7%
84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	...
74.3%	29.8%	38.8%	20.6%	8.4%	1.1%	0.9%	0.5%	74.4%	31.2%	37.5%	19.6%	7.4%	0.8%	1.2%	3.5%	...
66.3%	37.7%	29.0%	23.4%	7.3%	0.4%	0.2%	1.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	...
65.4%	42.4%	24.5%	25.8%	6.9%	0.1%	0.0%	0.4%	65.4%	42.4%	23.3%	25.2%	6.7%	0.2%	0.0%	3.0%	...
72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	...

Draft Plan 3 HOA Map



Moreno Valley 2011 Redistricting

Draft Plan 3 District 1 Map

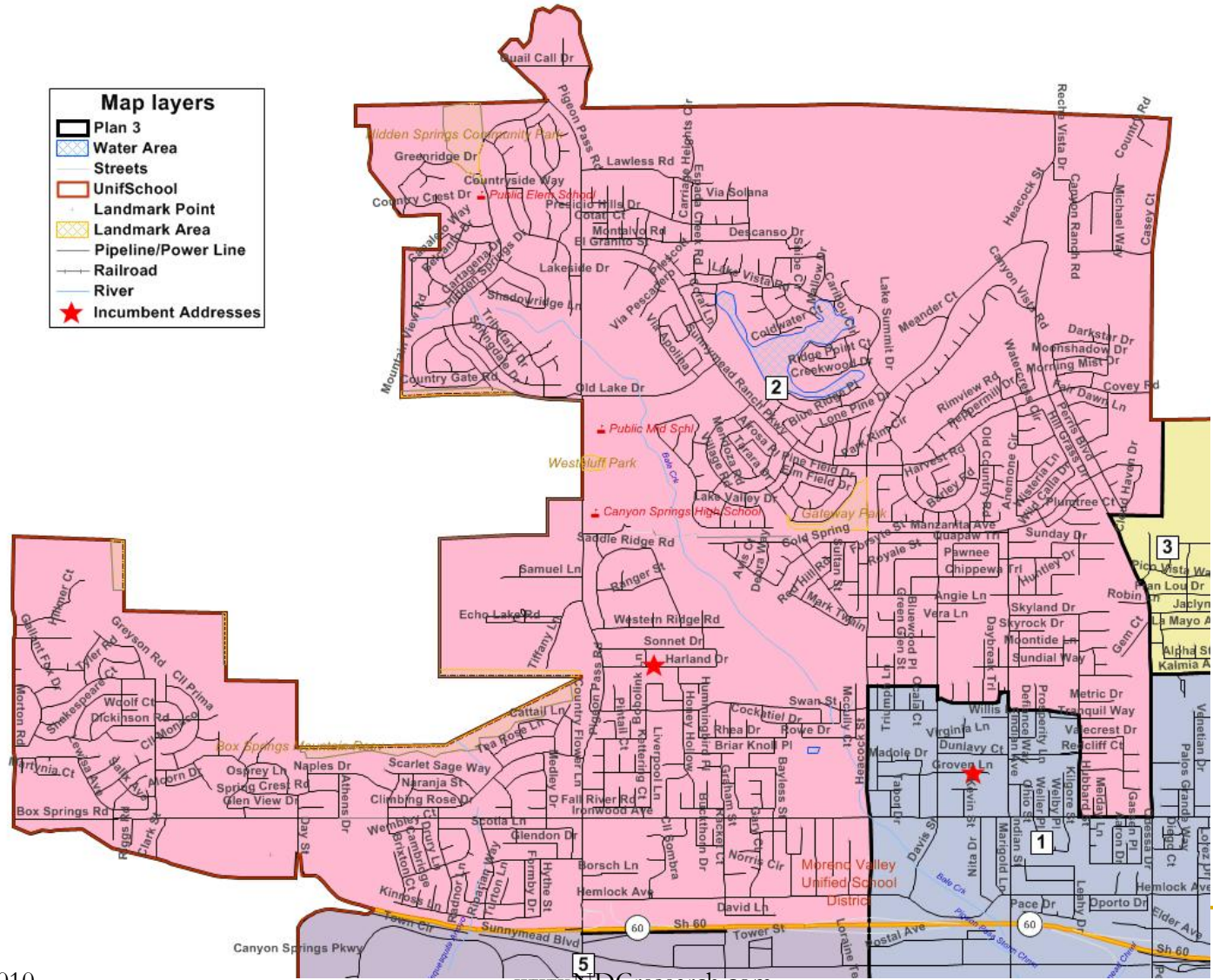


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Draft Plan 3 District 2 Map

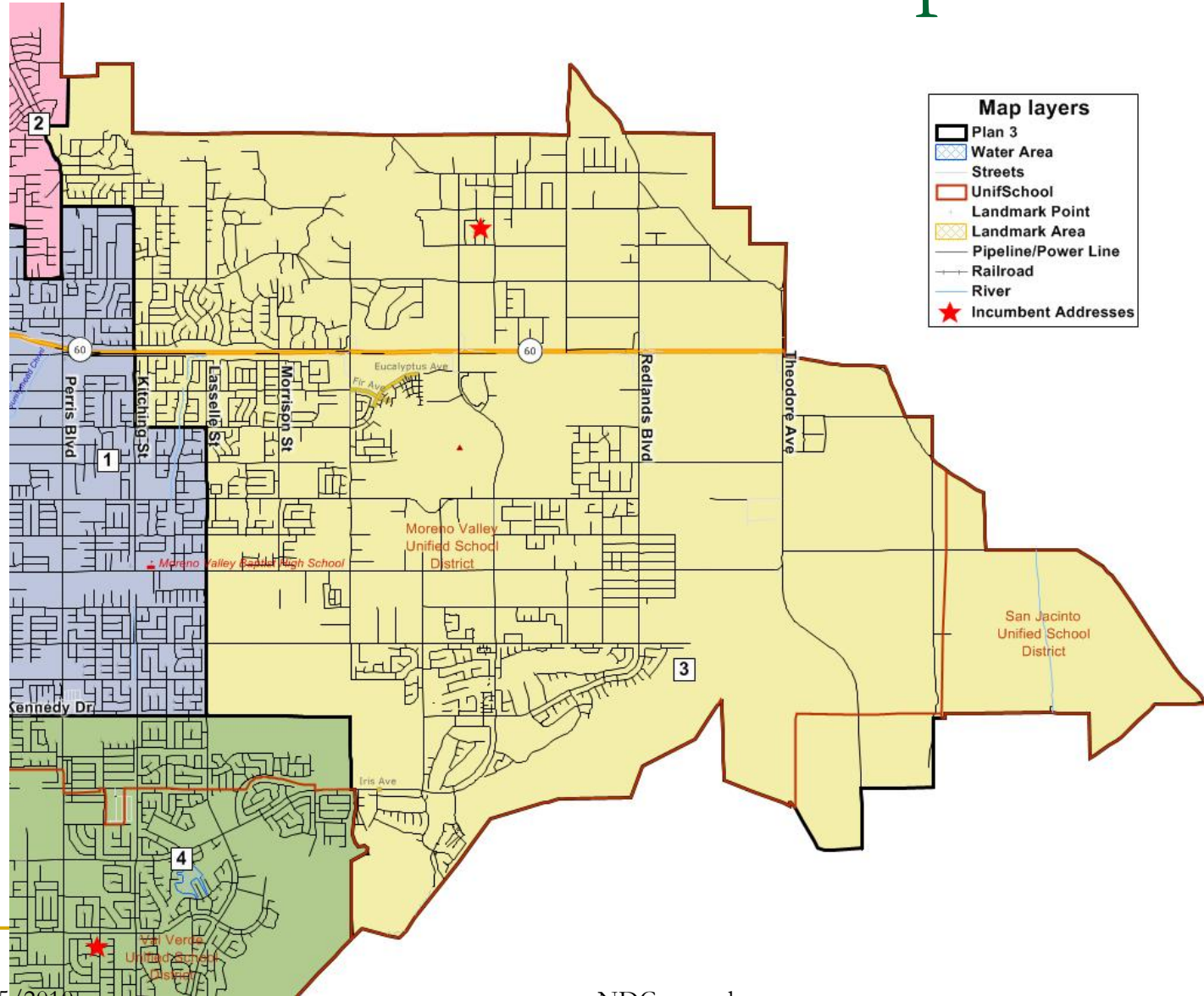


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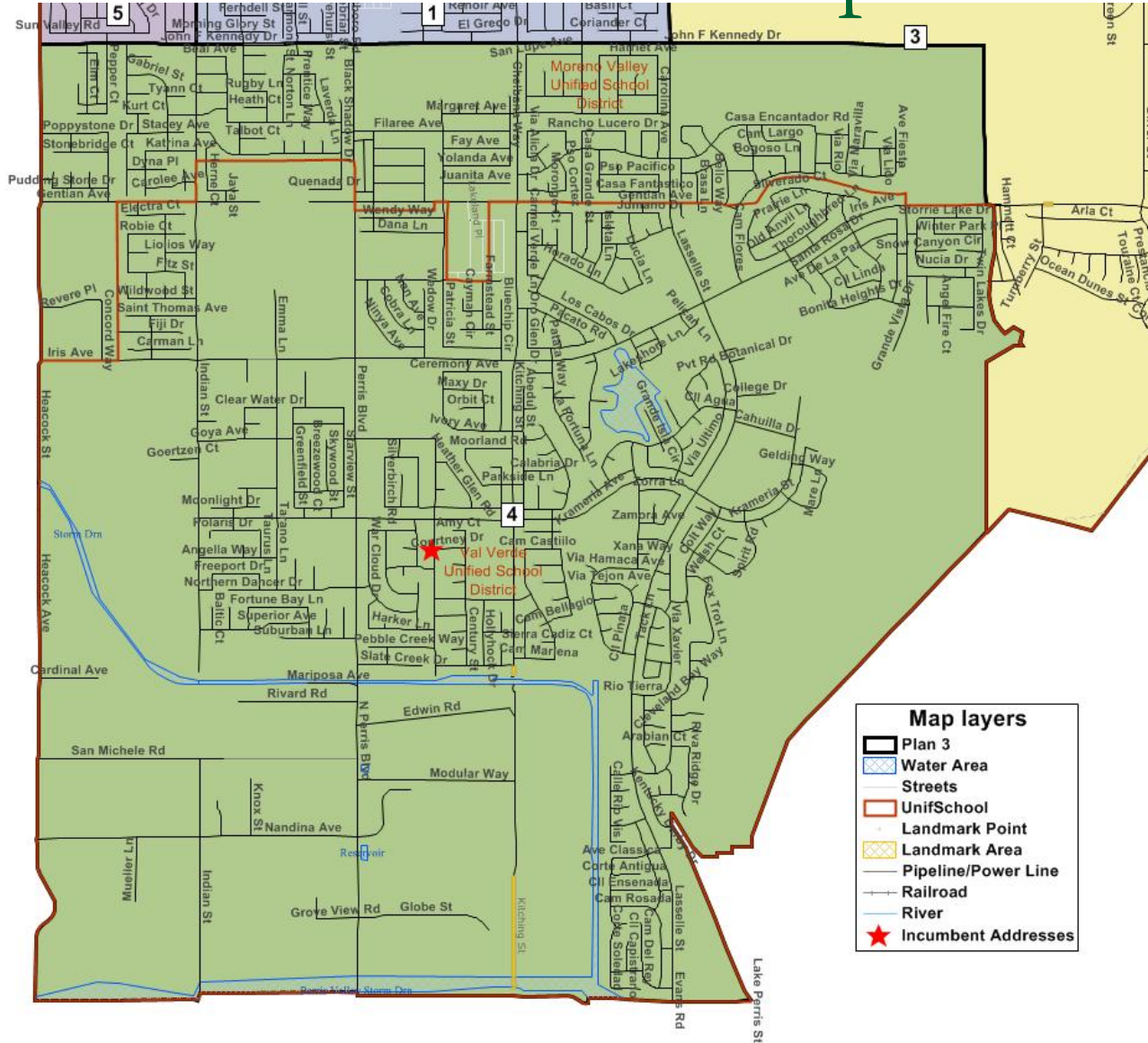
www.NDCresearch.com

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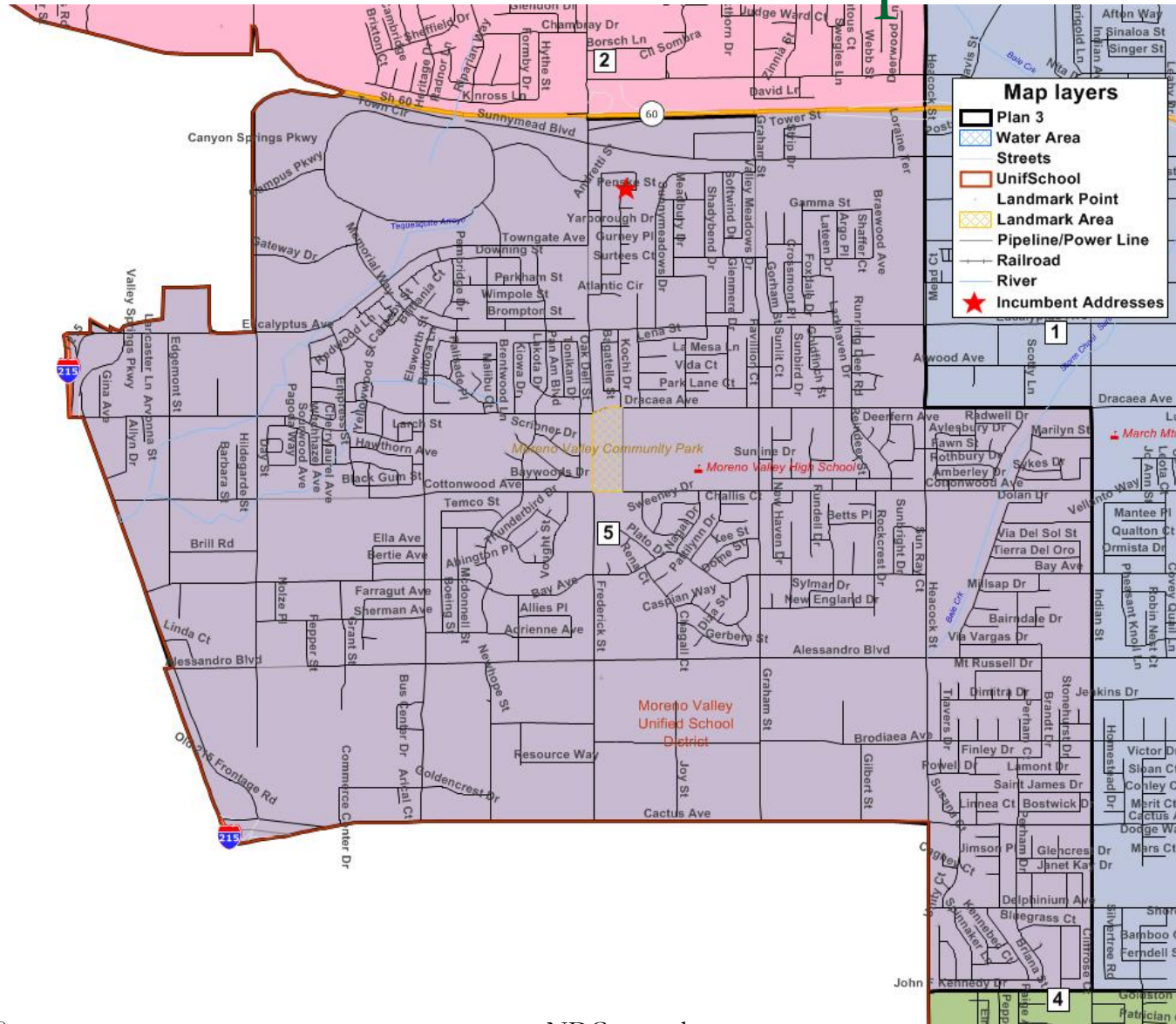
Draft Plan 3 District 3 Map



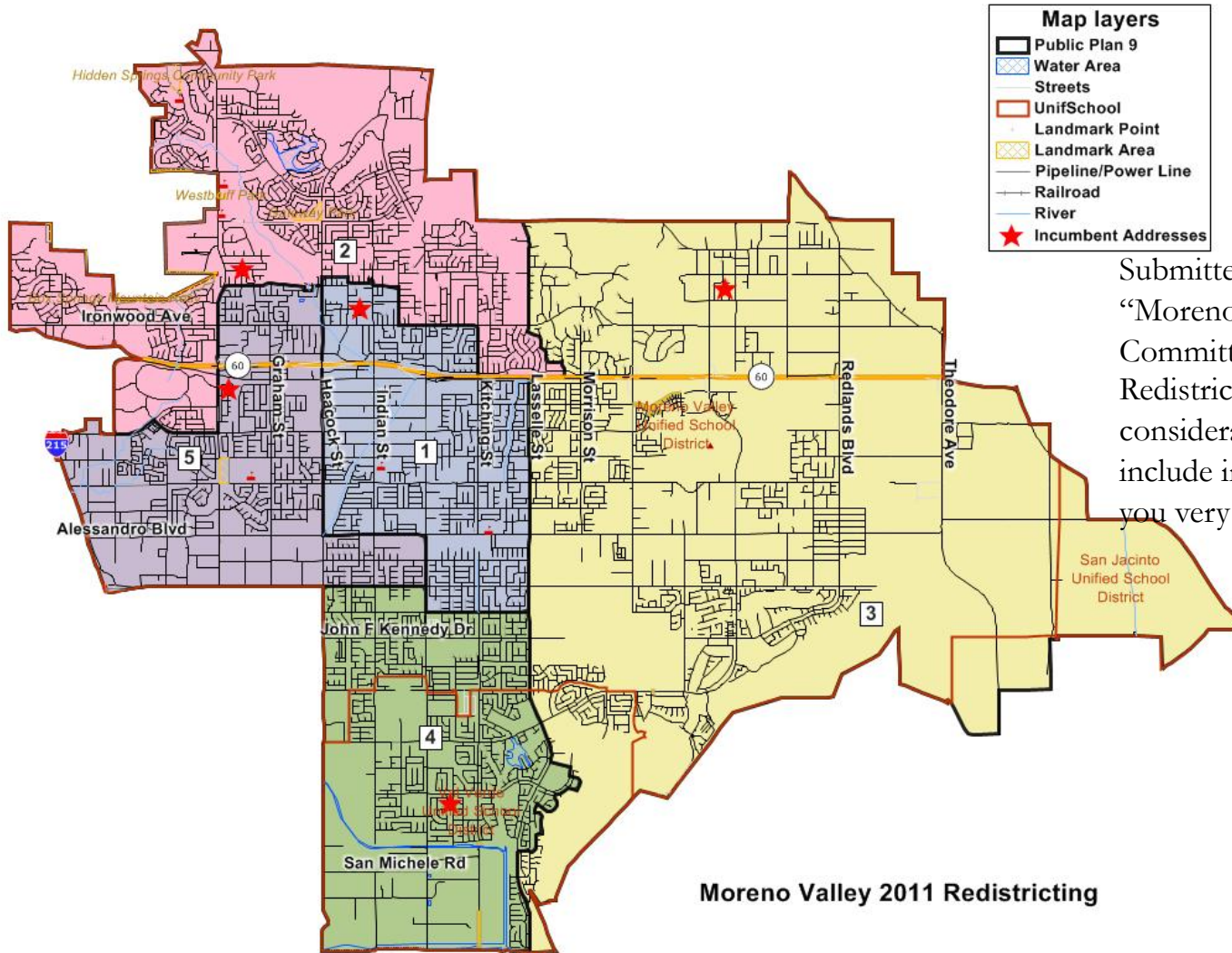
Draft Plan 3 District 4 Map



Draft Plan 3 District 5 Map



Public Plan 9



Moreno Valley 2011 Redistricting

Submitter's comment:
 "Moreno Valley Redistricting Committee final Councilmatic Redistricting MAP. For your consideration please review and include into the process. Thank you very much."

Public Plan 9 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
				Hisp	NH Wht	Blk	Ind	Asn	Hwn	Oth	OthMR
1	38,321	-352	-0.91%	23,965	5,564	6,203	202	1,736	243	102	306
2	38,659	-14	-0.04%	16,954	11,308	6,742	220	2,790	168	92	385
3	38,014	-659	-1.70%	16,411	8,862	7,863	191	3,954	207	147	379
4	38,938	265	0.69%	23,401	5,355	7,191	151	2,229	206	79	326
5	39,433	760	1.97%	24,438	5,484	6,729	149	1,923	276	60	374
Total	193,365	1,419	3.67%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
1	25,253	14,534	4,623	4,173	146	1,381	165	65	166	12,259	4,780	149	9	158	5,218	1,837	55	73	128
2	27,702	11,001	9,180	4,718	169	2,193	125	64	252	17,699	5,061	382	50	432	9,264	2,262	161	113	274
3	26,349	10,302	7,180	5,314	150	2,961	126	108	208	15,253	4,287	331	39	370	7,746	1,855	133	122	255
4	25,754	14,412	4,355	4,787	106	1,715	138	54	187	12,696	5,063	217	15	232	5,751	2,083	82	102	184
5	25,811	14,760	4,525	4,439	111	1,549	176	41	210	12,012	4,769	221	33	254	4,965	1,775	72	64	136
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	146	1,446	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)									
	Total CVAP	Hispanic CVAP	NH White CVAP	NH Black CVAP	NH Asian CVAP	NH Indian CVAP	NH Hawaiian CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hispanic CVAP	NH White CVAP	NH Black CVAP	NH Asian CVAP	NH Indian CVAP	NH Hawaiian CVAP	NH MR CVAP	NH Oth CVAP	
1	17,926	7,740	5,589	3,567	768	57	146	70	18,164	7,767	5,661	3,566	770	67	245	300	4,418		
2	23,160	7,193	9,493	4,428	1,557	187	194	104	23,012	6,891	9,710	4,258	1,427	134	142	721	3,891		
3	18,721	5,127	7,163	4,049	1,992	181	91	127	18,888	5,707	6,868	3,929	1,624	152	174	615	3,536		
4	17,298	6,824	5,214	3,738	1,030	139	29	317	17,093	6,459	4,868	3,902	1,295	129	39	517	4,445		
5	17,965	7,454	4,860	4,394	999	140	60	66	17,871	7,457	4,771	4,105	956	77	108	554	4,238		
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528		

Public Plan 9 Percentages

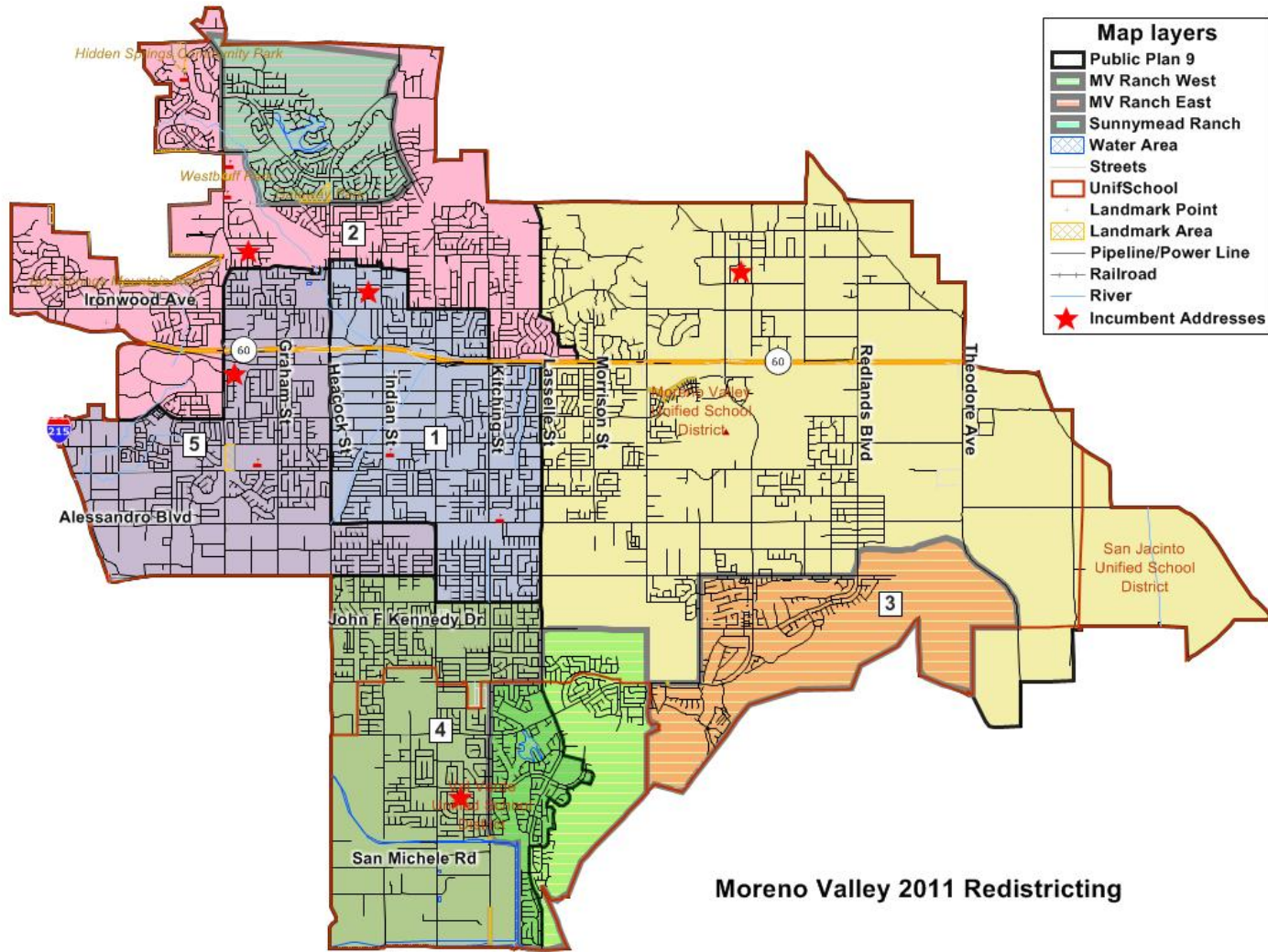
Dist.	% Hisp.	% NH						
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
1	62.5%	14.5%	16.2%	0.5%	4.5%	0.6%	0.3%	0.8%
2	43.9%	29.3%	17.4%	0.6%	7.2%	0.4%	0.2%	1.0%
3	43.2%	23.3%	20.7%	0.5%	10.4%	0.5%	0.4%	1.0%
4	60.1%	13.8%	18.5%	0.4%	5.7%	0.5%	0.2%	0.8%
5	62.0%	13.9%	17.1%	0.4%	4.9%	0.7%	0.2%	0.9%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% NH18+									Voter Registration				Voting			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	57.6%	18.3%	16.5%	0.6%	5.5%	0.7%	0.3%	0.7%	39.0%	1.2%	0.1%	1.3%	35.2%	1.1%	1.4%	2.5%	
2	39.7%	33.1%	17.0%	0.6%	7.9%	0.5%	0.2%	0.9%	28.6%	2.2%	0.3%	2.4%	24.4%	1.7%	1.2%	3.0%	
3	39.1%	27.2%	20.2%	0.6%	11.2%	0.5%	0.4%	0.8%	28.1%	2.2%	0.3%	2.4%	23.9%	1.7%	1.6%	3.3%	
4	56.0%	16.9%	18.6%	0.4%	6.7%	0.5%	0.2%	0.7%	39.9%	1.7%	0.1%	1.8%	36.2%	1.4%	1.8%	3.2%	
5	57.2%	17.5%	17.2%	0.4%	6.0%	0.7%	0.2%	0.8%	39.7%	1.8%	0.3%	2.1%	35.8%	1.5%	1.3%	2.7%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	0.2%	2.1%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	71.0%	43.2%	31.2%	19.9%	4.3%	0.3%	0.8%	0.4%	71.9%	42.8%	31.2%	19.6%	4.2%	0.4%	1.3%	1.7%	24.3%	
2	83.6%	31.1%	41.0%	19.1%	6.7%	0.8%	0.8%	0.5%	83.1%	29.9%	42.2%	18.5%	6.2%	0.6%	0.6%	3.1%	16.9%	
3	71.1%	27.4%	38.3%	21.6%	10.6%	1.0%	0.5%	0.7%	71.7%	30.2%	36.4%	20.8%	8.6%	0.8%	0.9%	3.3%	18.7%	
4	67.2%	39.4%	30.1%	21.6%	6.0%	0.8%	0.2%	1.8%	66.4%	37.8%	28.5%	22.8%	7.6%	0.8%	0.2%	3.0%	26.0%	
5	69.6%	41.5%	27.1%	24.5%	5.6%	0.8%	0.3%	0.4%	69.2%	41.7%	26.7%	23.0%	5.3%	0.4%	0.6%	3.1%	23.7%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

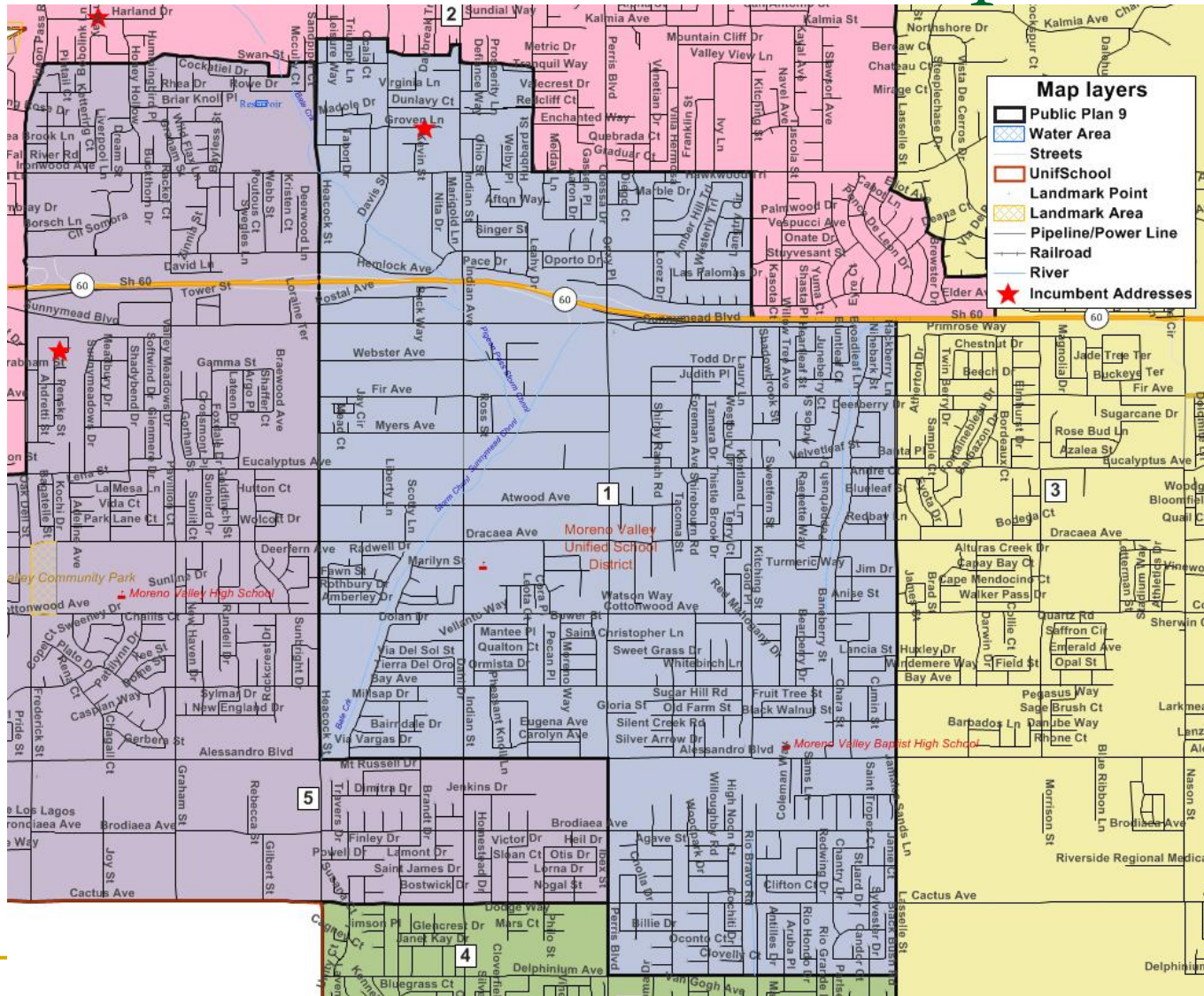
Public Plan 9 HOA Map



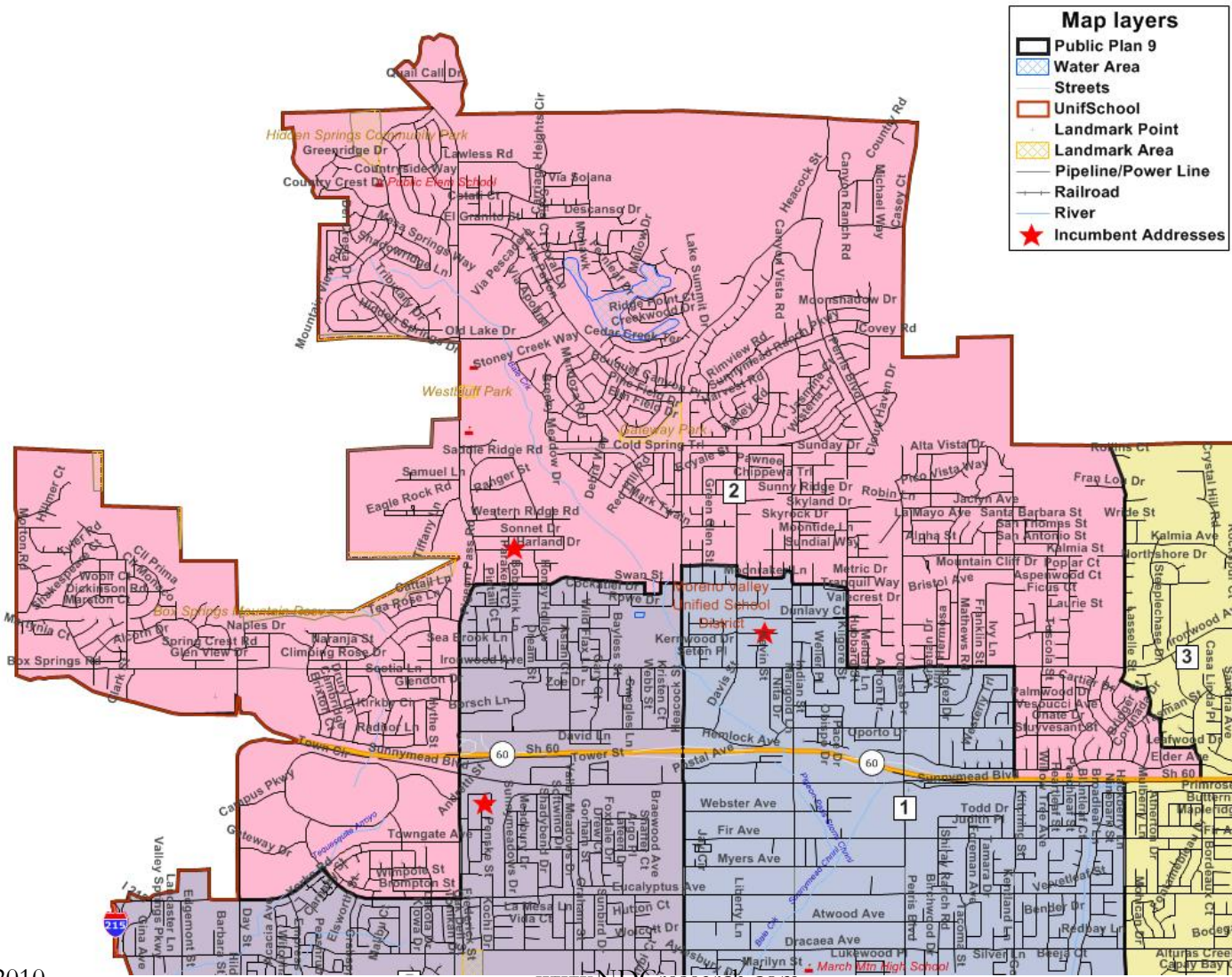
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Public Plan 9 District 1 Map



Public Plan 9 District 2 Map

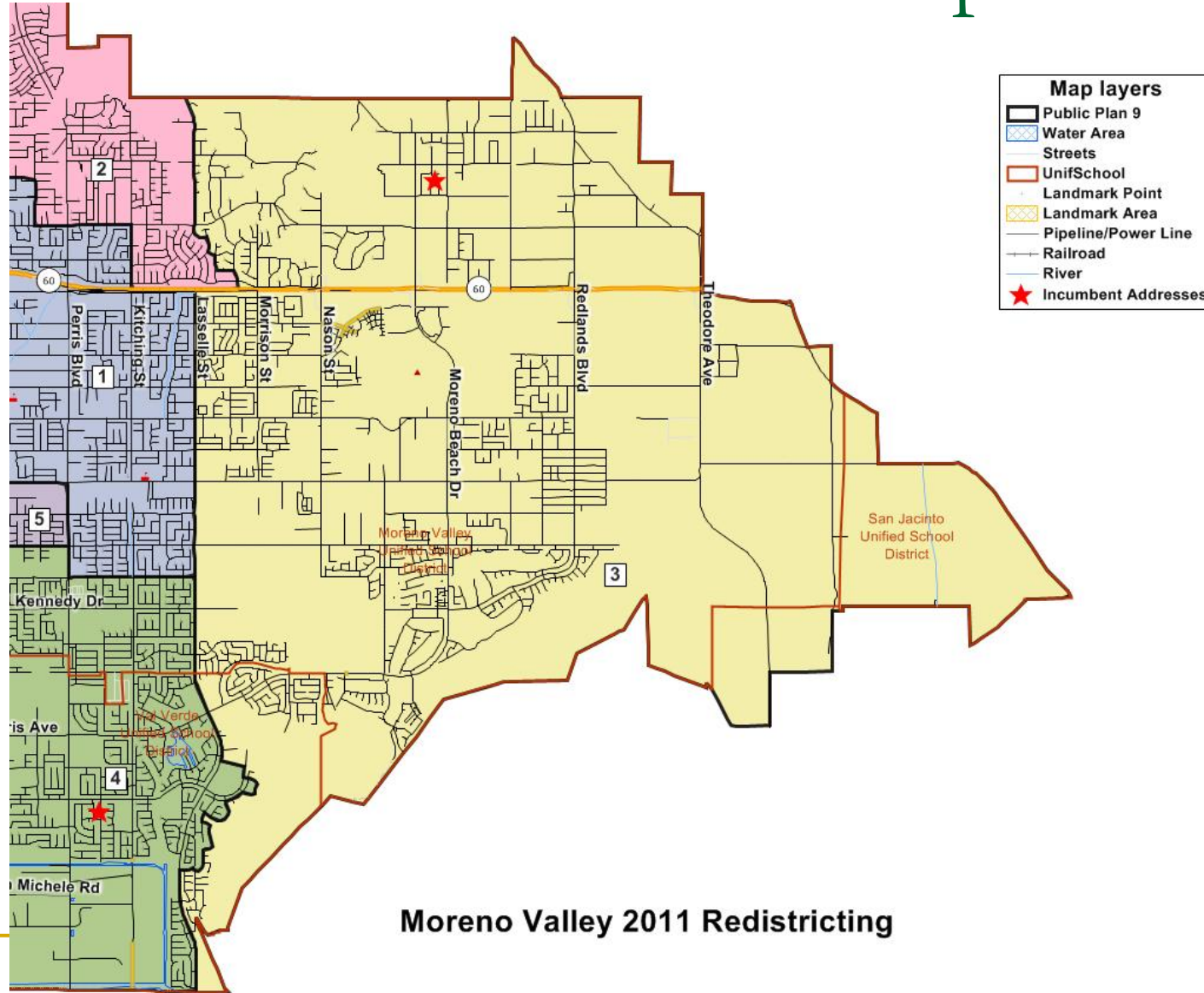


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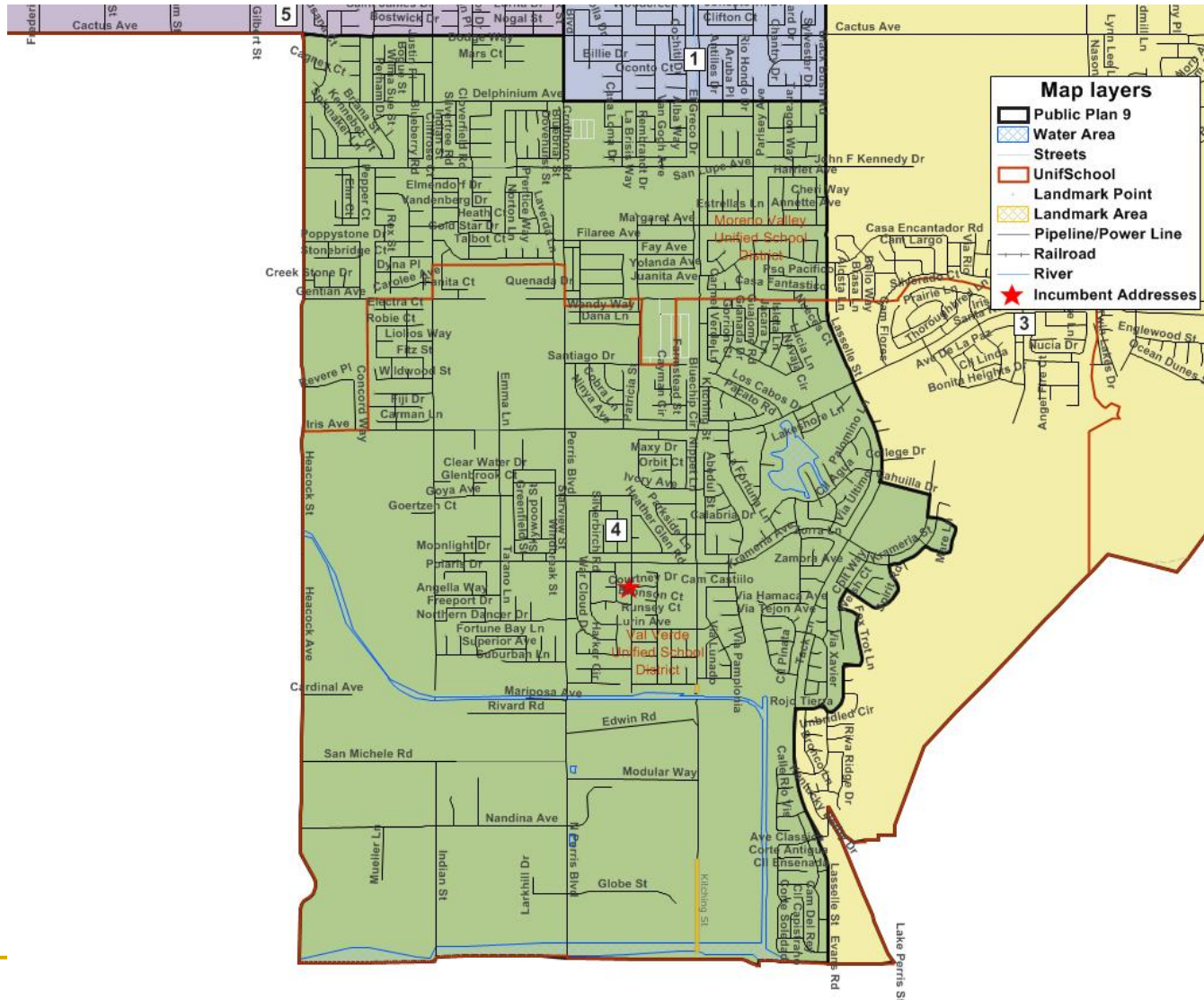
18

Public Plan 9 District 3 Map

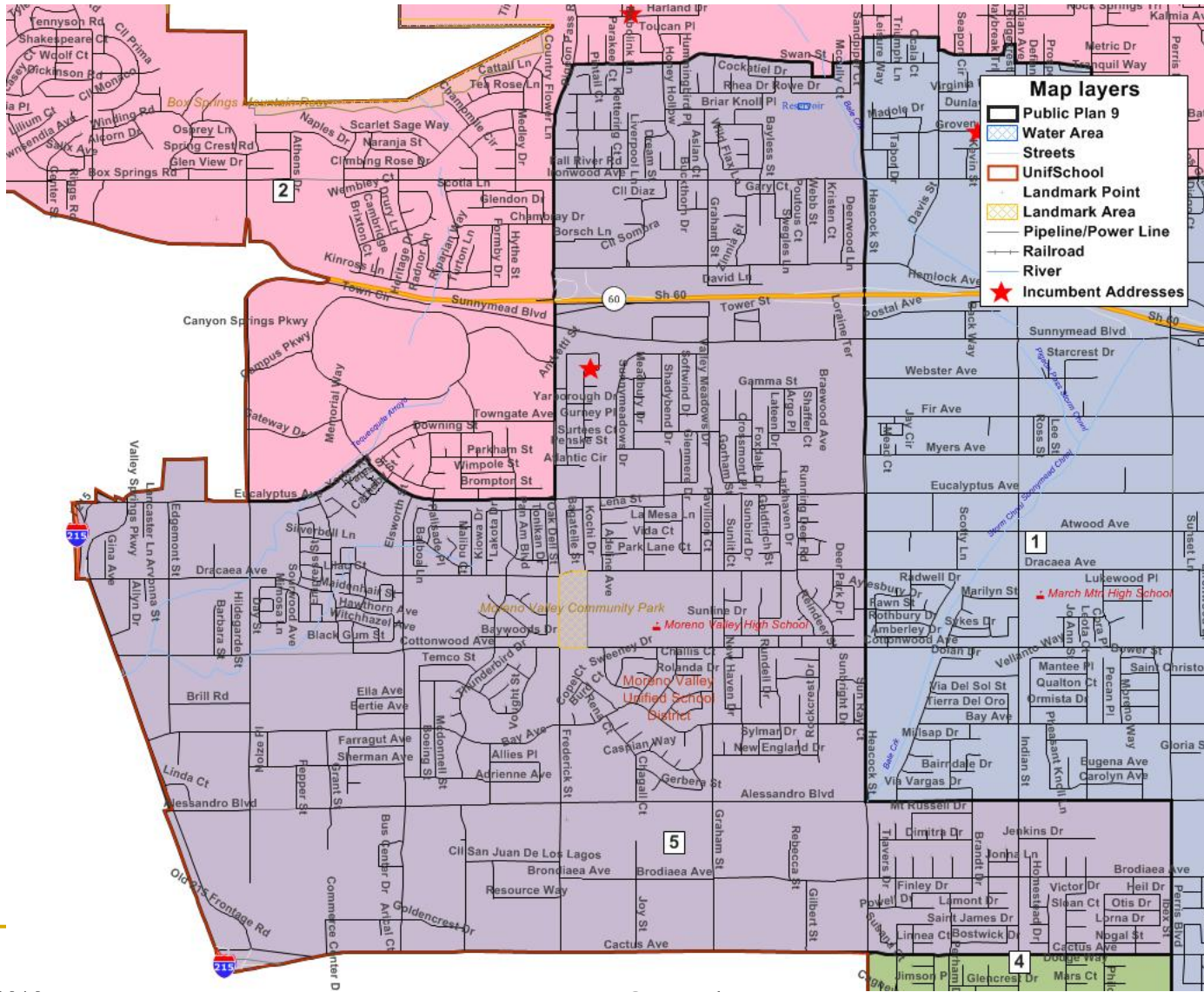


Moreno Valley 2011 Redistricting

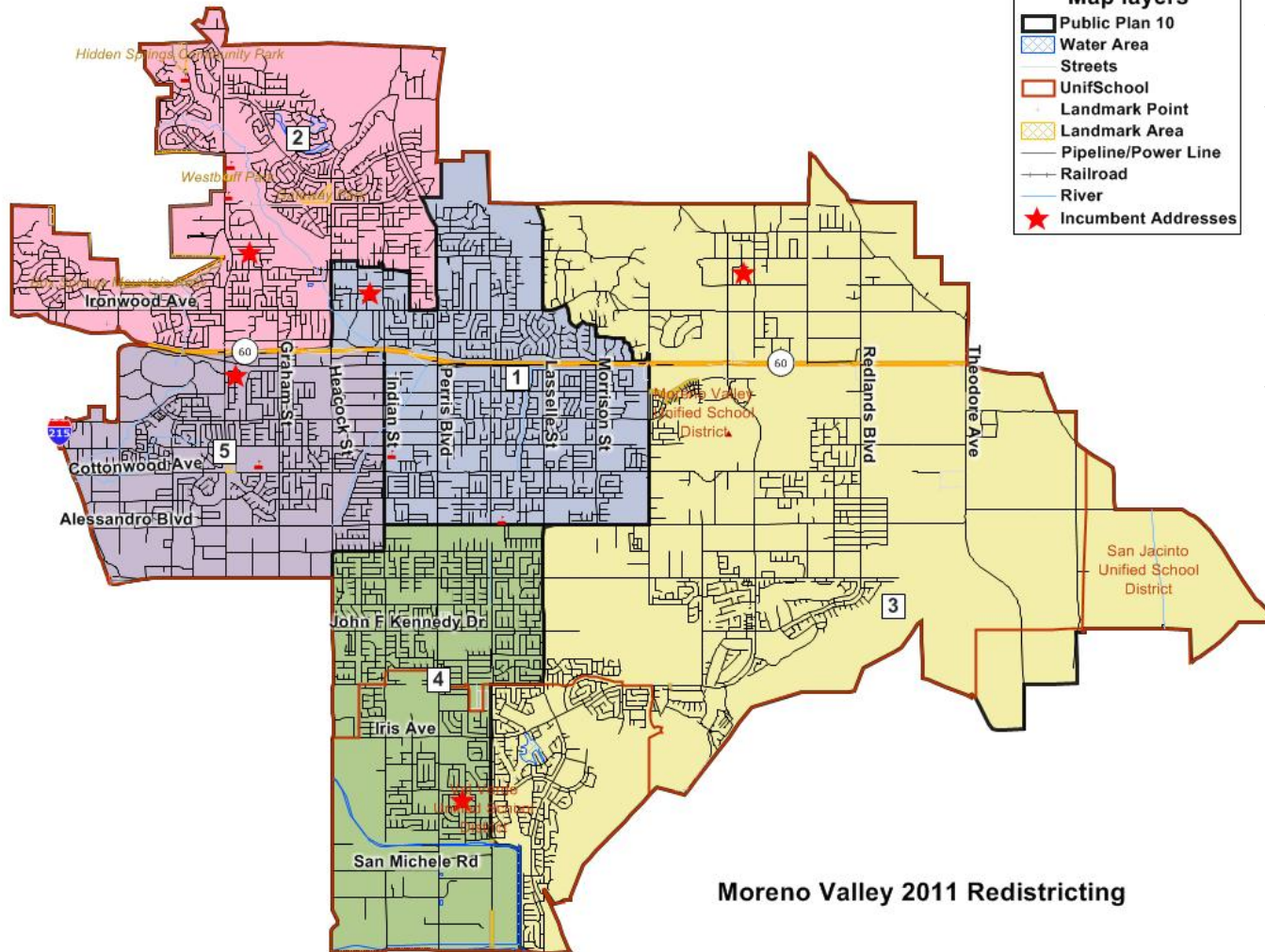
Public Plan 9 District 4 Map



Public Plan 9 District 5 Map



Public Plan 10



Moreno Valley 2011 Redistricting

Submitter's comment:
 "My goal was to keep the integrity of the original districts as much as possible. All council members are in their own districts and all district populations are in the acceptable range. I think my plan keeps areas of common interest together better than many of the other maps I've viewed. The system was easy to use. Thank-you for allowing the public to participate."

Public Plan 10 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ	DOJ	NH DOJ
1	38,691	18	0.05%	22,417	6,955	6,004	232	2,448	203	104	328
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393
3	39,033	360	0.93%	16,468	8,744	9,007	178	3,865	223	133	415
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368
Total	193,365	684	1.77%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,078	10,372	7,109	6,070	131	2,930	149	102	215	15,438	4,341	329	317	646	7,715	1,845	143	126	269
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	19,865	7,495	6,715	4,231	914	114	353	43	43	19,877	7,380	6,768	3,966	964	71	377	536	4,186
2	23,099	7,299	9,569	4,276	1,553	204	84	110	110	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933
3	18,635	5,385	6,815	4,037	1,943	179	42	240	240	19,263	5,987	6,899	4,069	1,673	157	137	589	3,737
4	17,602	7,513	5,175	3,542	954	187	41	186	186	17,113	7,174	4,653	3,636	1,119	165	59	451	4,802
5	15,871	6,646	4,045	4,090	981	20	0	105	105	15,740	6,589	3,834	3,916	990	16	0	444	3,869
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 10 Percentages

Dist.	% Hisp.	% NH						% NH DOJ OthMR
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	
1	57.9%	18.0%	15.5%	0.6%	6.3%	0.5%	0.3%	0.8%
2	45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
3	42.2%	22.4%	23.1%	0.5%	9.9%	0.6%	0.3%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

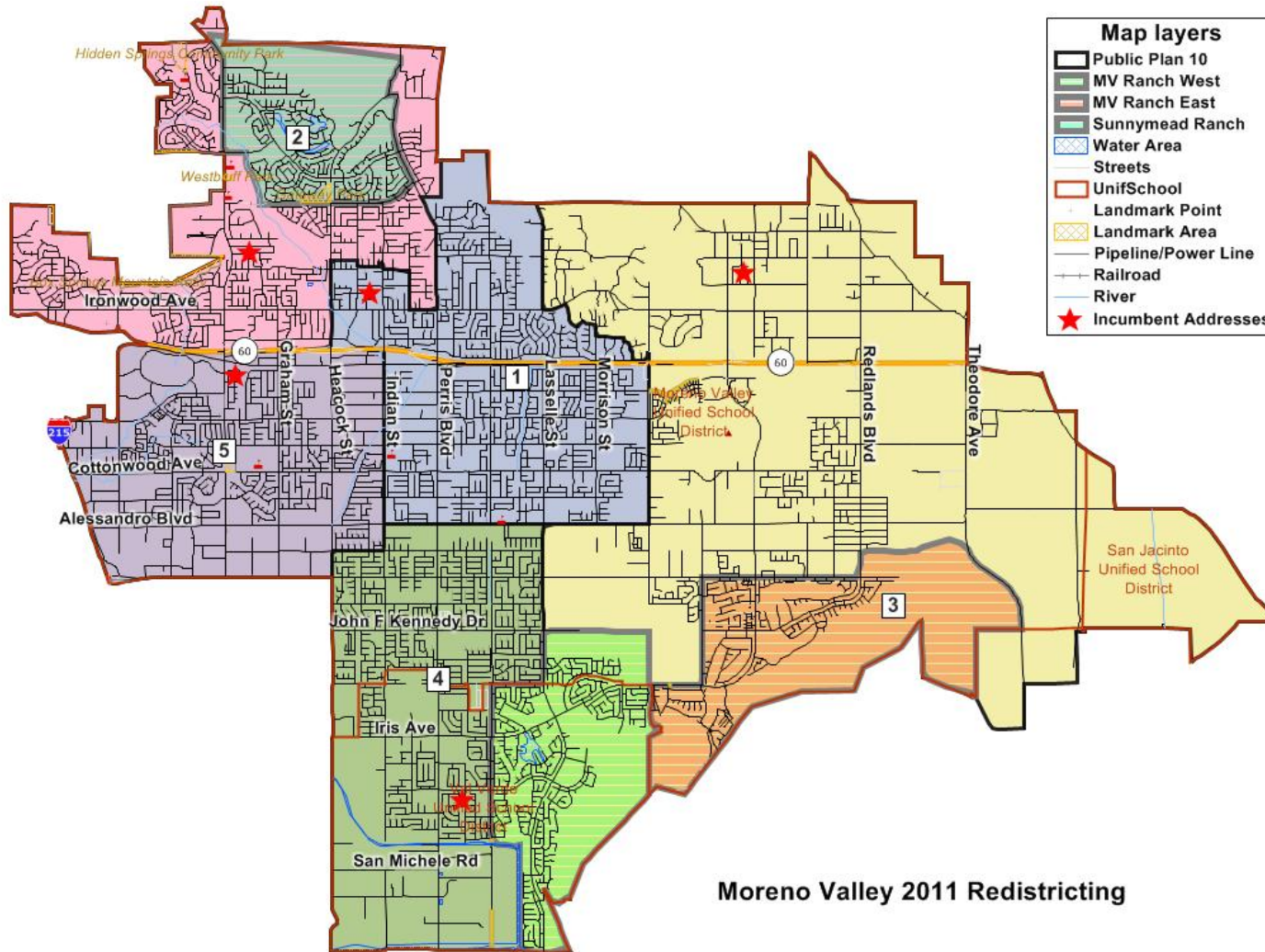
Abbreviations:

Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

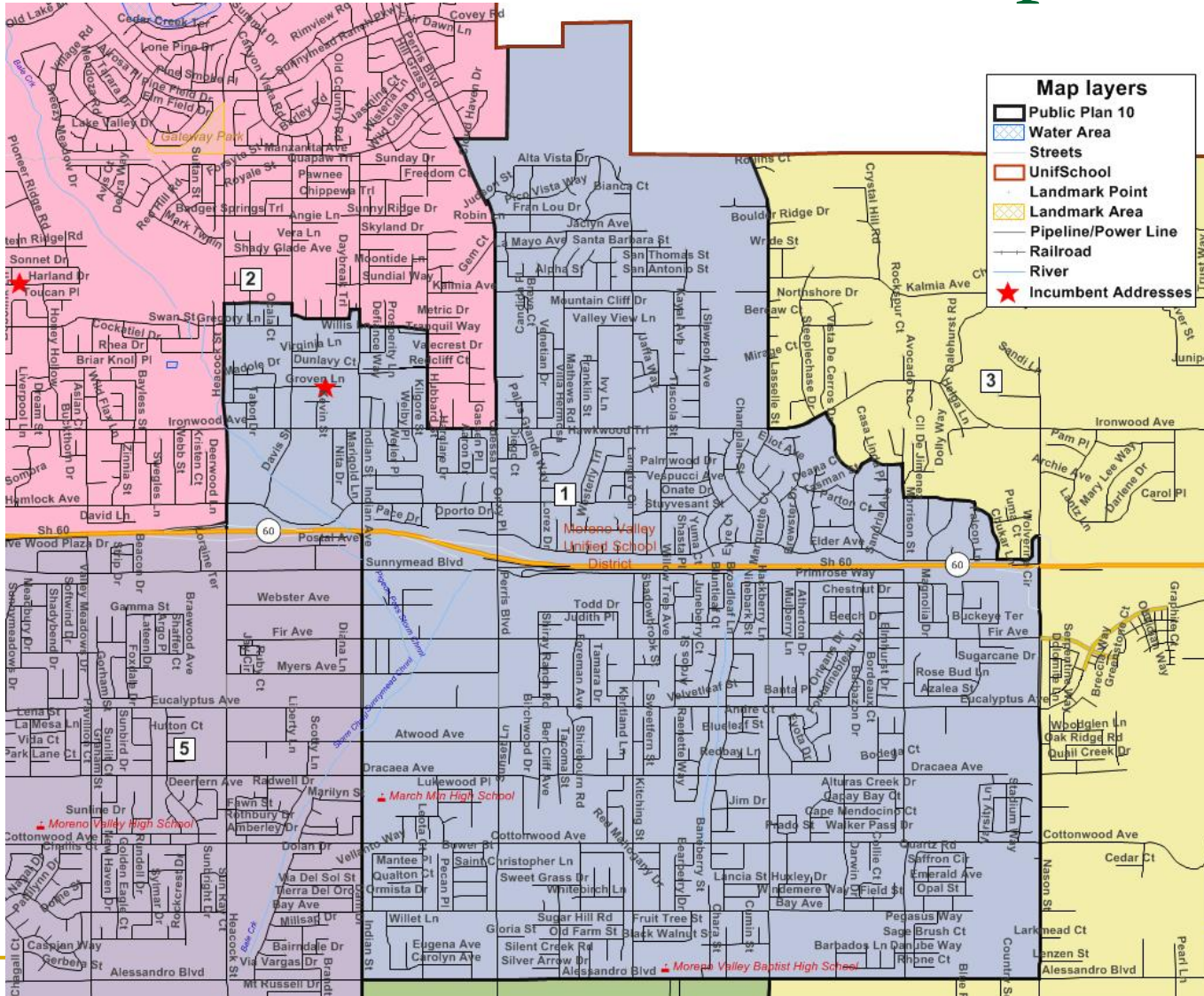
Dist.	% H18+ Pop		% NH18+			% NH18+ DOJ			% Asn + Fil. Reg.				Hisp. Vote.			
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Asn. Reg.	% Fil. Reg.	% + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.	
1	53.2%	21.7%	15.9%	0.7%	7.1%	0.5%	0.3%	0.7%	36.0%	1.9%	1.3%	3.2%	31.6%	1.4%	1.2%	2.7%
2	40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
3	38.3%	26.3%	22.4%	0.5%	10.8%	0.6%	0.4%	0.8%	28.1%	2.1%	2.1%	4.2%	23.9%	1.9%	1.6%	3.5%
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	75.4%	37.7%	33.8%	21.3%	4.6%	0.6%	1.8%	0.2%	2.4%	75.4%	37.1%	34.1%	20.0%	4.8%	0.4%	1.9%	2.7%	2.2%
2	84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	2.1%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	1.1%
3	68.8%	28.9%	36.6%	21.7%	10.4%	1.0%	0.2%	1.3%	2.8%	71.1%	31.1%	35.8%	21.1%	8.7%	0.8%	0.7%	3.1%	1.1%
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	2.6%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%	2.2%
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	2.8%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%	2.2%
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	2.4%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	2.2%

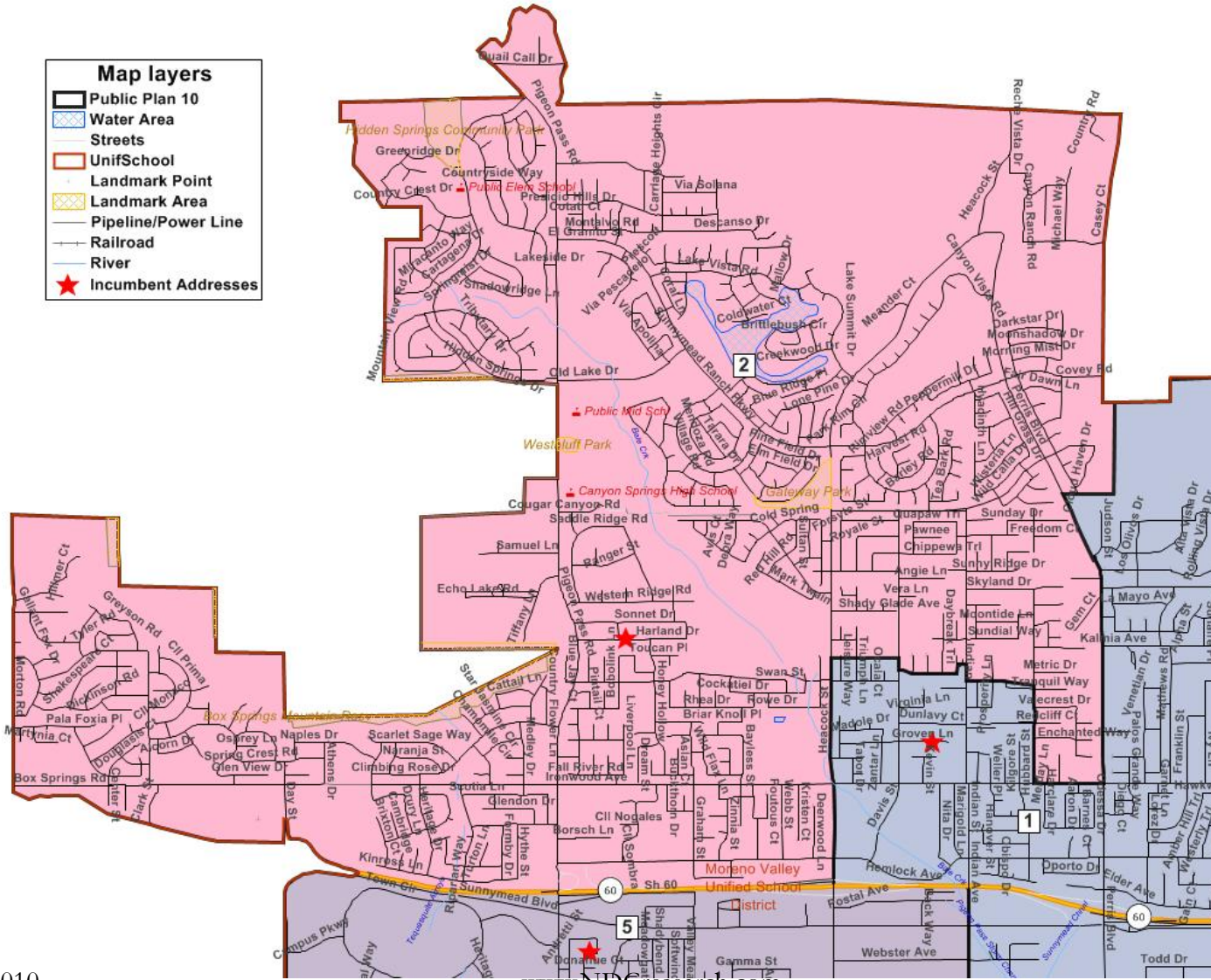
Public Plan 10 HOA Map



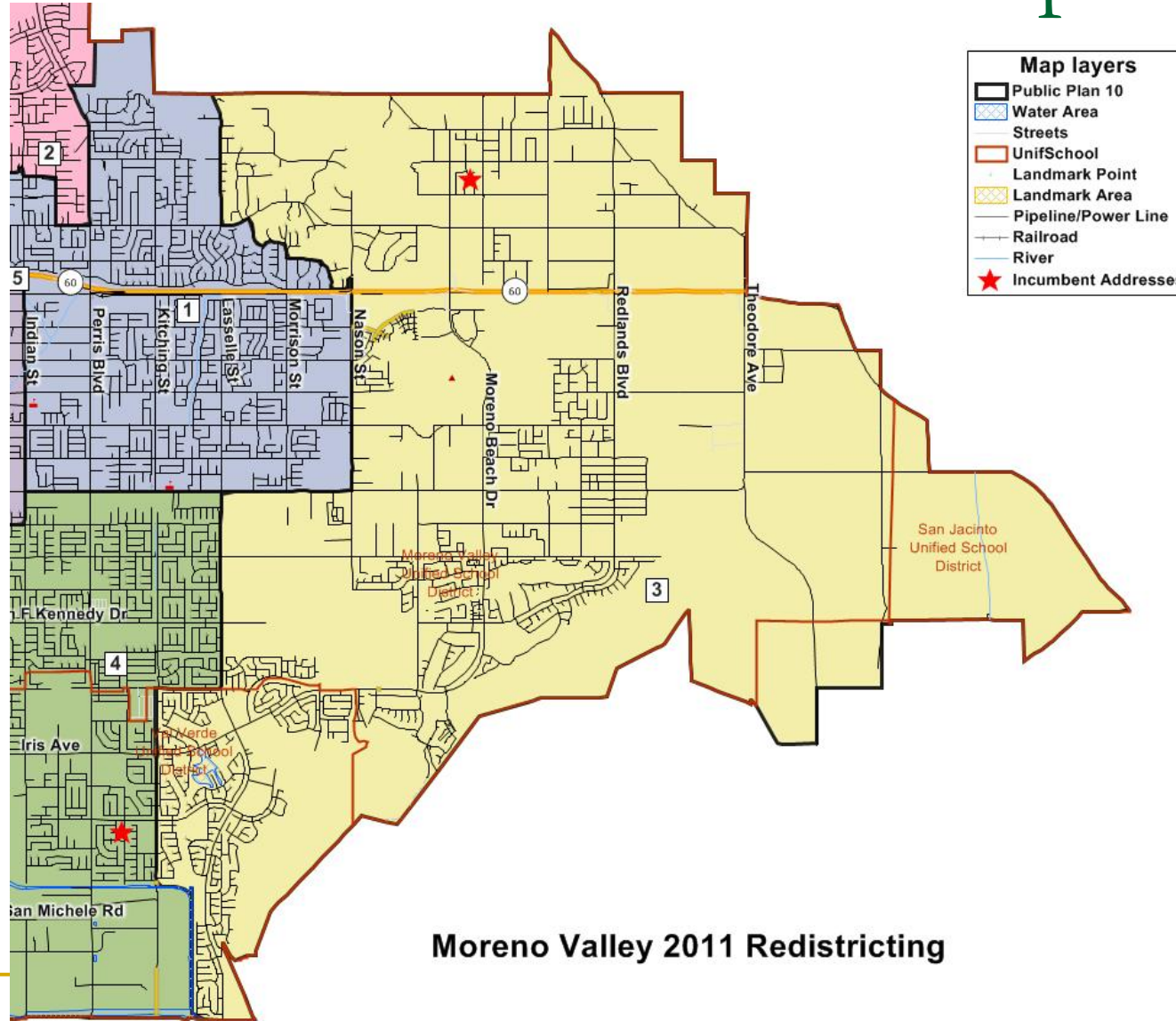
Public Plan 10 District 1 Map



Public Plan 10 District 2 Map



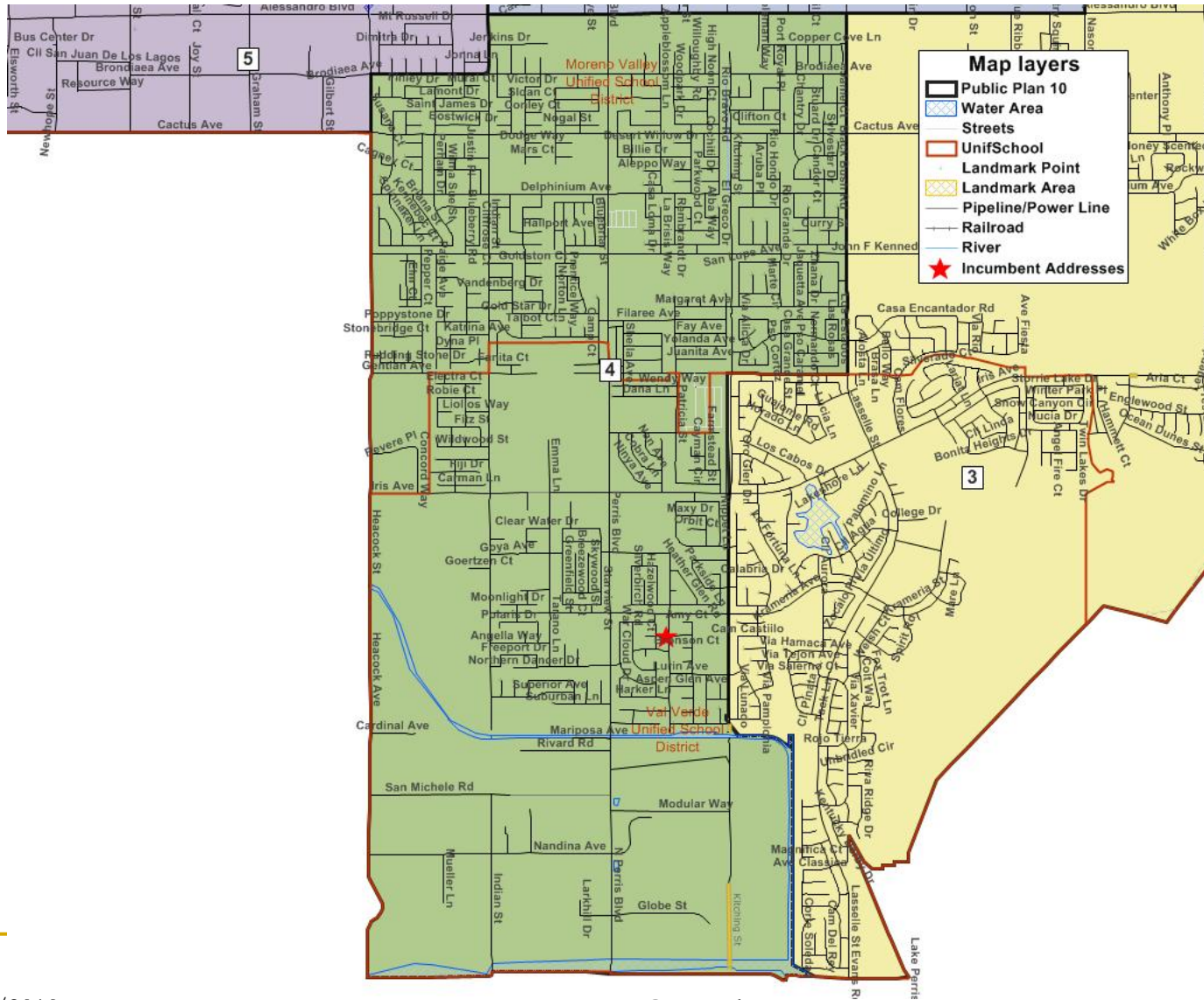
Public Plan 10 District 3 Map



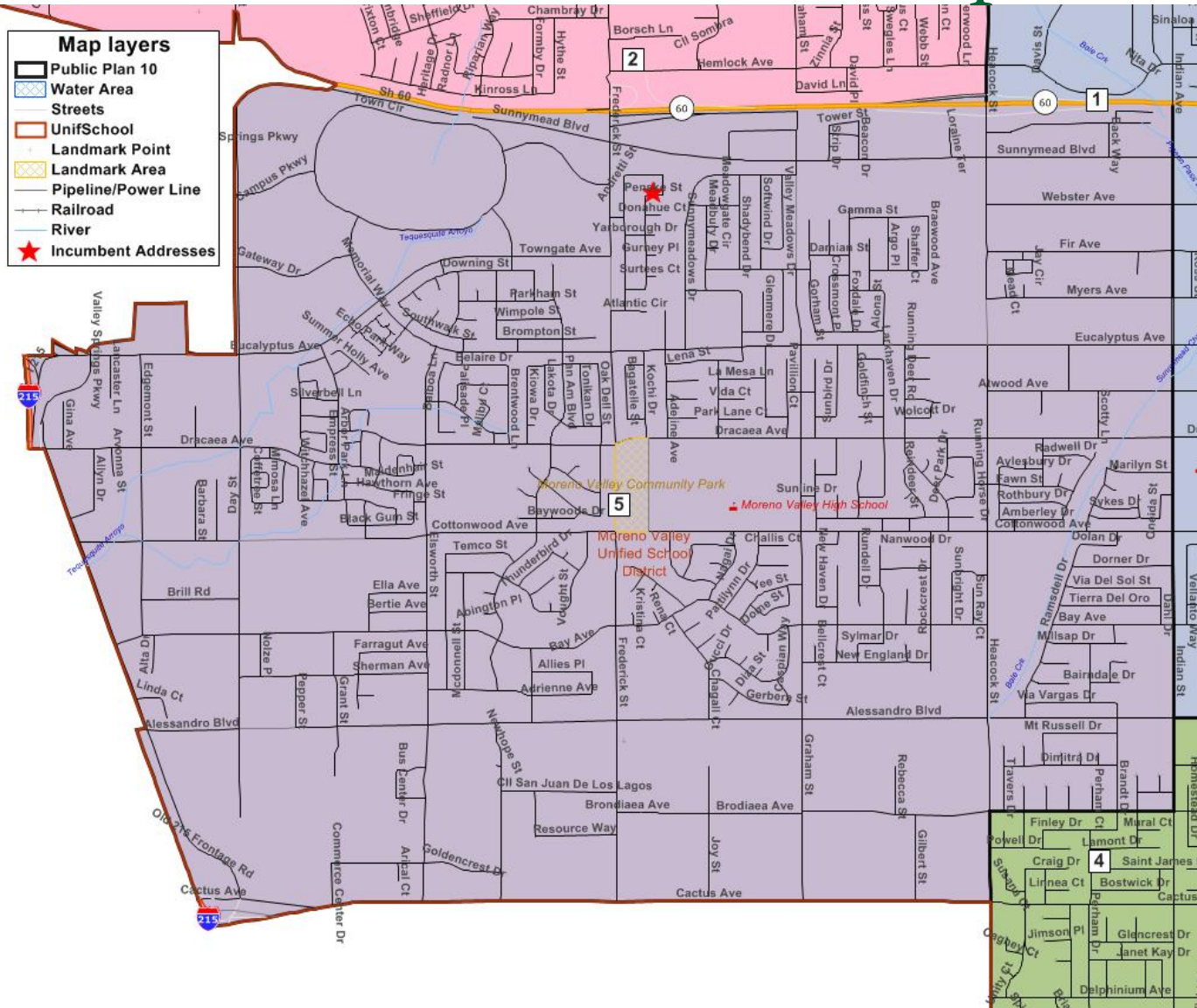
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Item No. E.1

Public Plan 10 District 4 Map

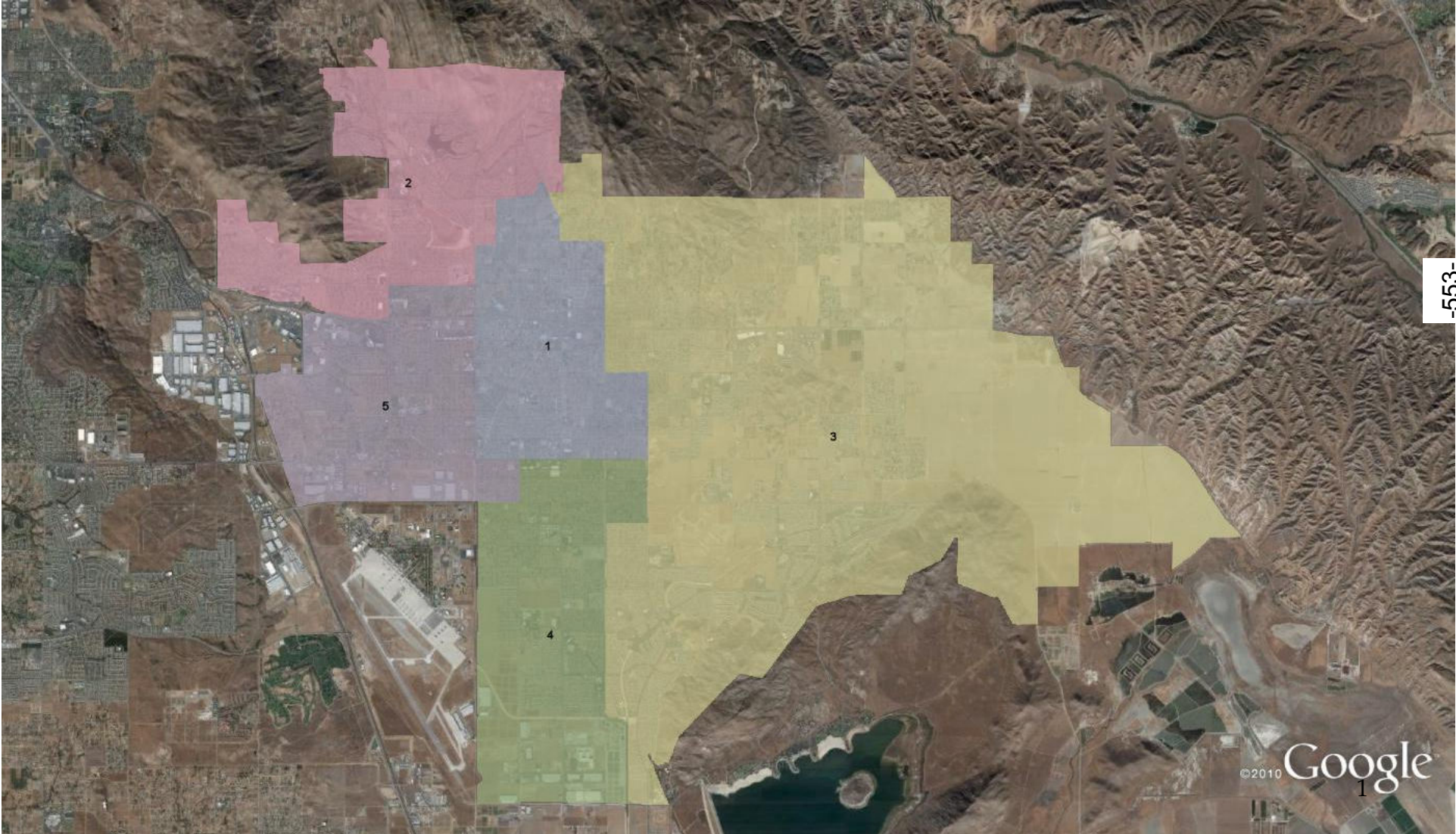


Public Plan 10 District 5 Map

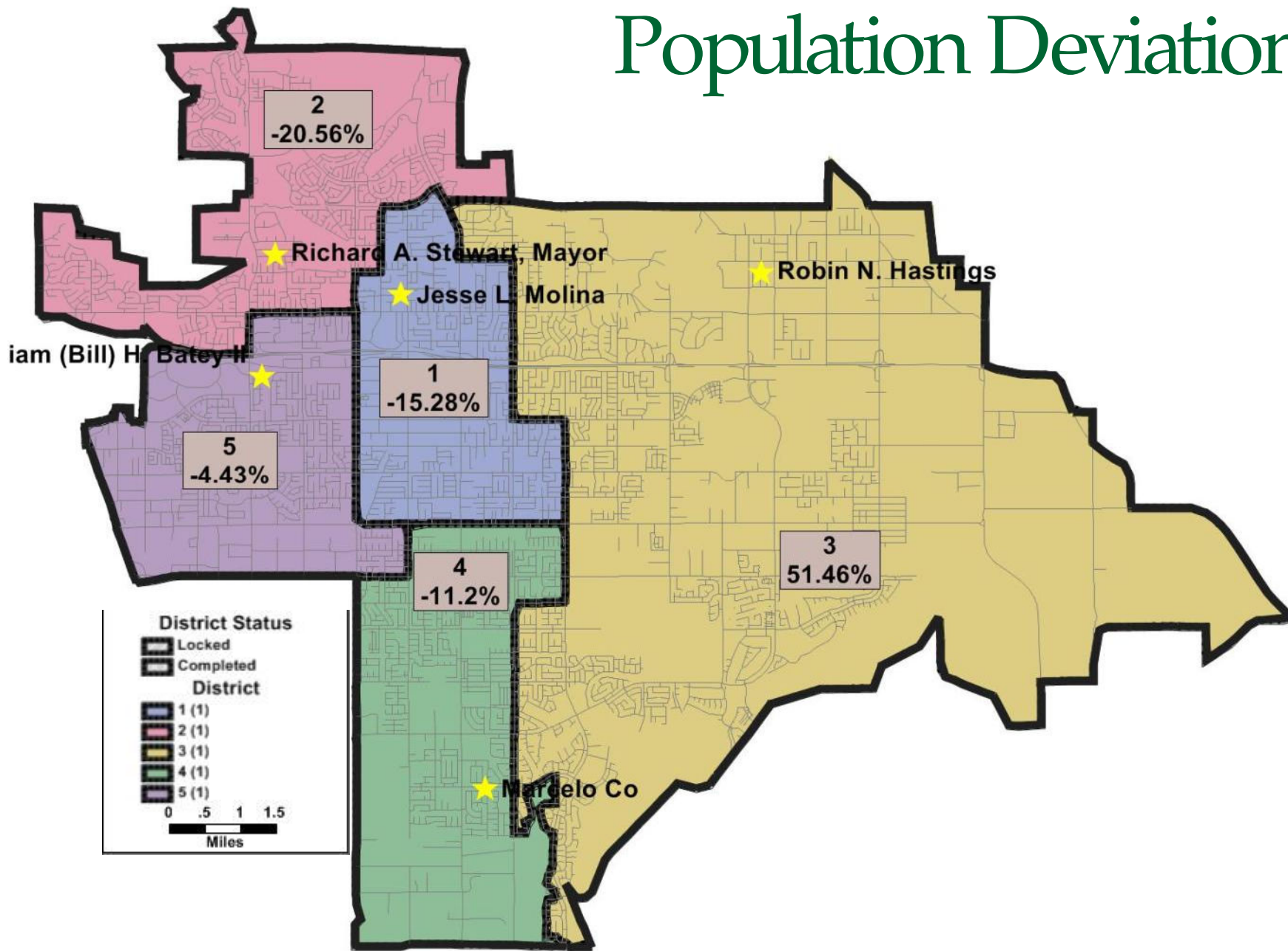


City of Moreno Valley 2011 Redistricting

National Demographics Corporation



Population Deviation

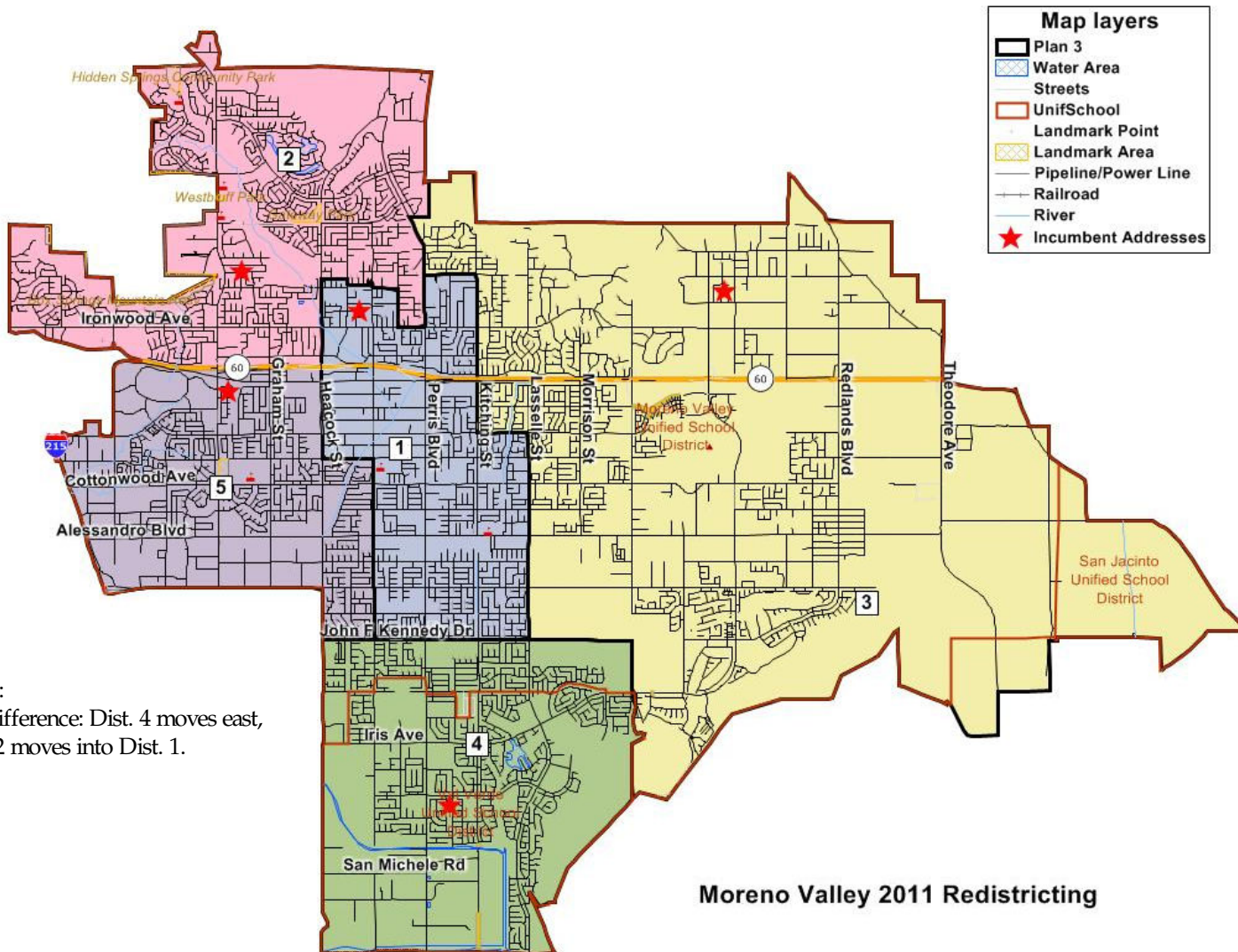


Redistricting Criteria

- **Equal Population**
- **Comply with Federal Voting Rights Act**
- **Respect communities of interest**
- **Follow Visible (natural & man-made) boundaries**
 - Make it easy for residents of a district to understand its borders (and to engage their neighbors in precinct walking or other election activities)
 - But do not use Highway 99 – try for districts that combine areas east and west of 99.
- **Compact & contiguous districts**
 - Also makes it easier for voters to understand their district's borders.
- **Continuity in office**
 - Redistricting, an administrative process, should not tell the voters they can no longer elect a candidate they have previously elected (which is what happens when two or more incumbents are “paired”).
- **Population growth**
 - Growth is much less certain in 2011 than it was in 2011, so this is harder to justify than it was in 2001.
- **Preserve Core of existing districts**
 - Don't move voters around unless needed to achieve one of the other goals.



Draft Plan 3 Map



Notes:
Key difference: Dist. 4 moves east,
Dist. 2 moves into Dist. 1.

Moreno Valley 2011 Redistricting

Draft Plan 3 Counts

Plan 3	Tot. Pop.	Dev.	% Dev.	NH								
				Hisp	NH Wht	NH DOJ Blk	Ind	Asn	Hwn	Oth	NH DOJ OthMR	
1	38,312	-361	-0.93%	23,807	6,059	5,961	191	1,709	206	84	295	
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393	
3	38,358	-315	-0.81%	17,086	9,585	7,095	230	3,659	179	139	385	
4	39,025	352	0.91%	22,104	5,362	8,086	144	2,663	228	97	341	
5	38,798	125	0.32%	24,620	4,914	6,211	151	2,177	294	75	356	
Total	193,365	713	1.84%	105,169	36,573	34,728	913	12,632	1,100	480	1,770	
Ideal	38,673											

Abbreviations:
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 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Plan 3	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Asn + Fil. Reg.	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asr. F Vc	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asr. F Vc
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,045	10,893	7,841	4,945	175	2,759	110	99	223	16,322	4,702	354	262	616	8,583	2,076	148	122	270
4	25,630	13,552	4,264	5,275	102	2,031	153	67	186	12,608	4,740	252	264	516	5,647	1,955	97	98	195
5	25,124	14,715	3,988	4,139	112	1,744	182	52	192	11,476	4,821	231	181	412	4,590	1,766	74	72	146
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Plan 3	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	Hwn CVAP	NH MR CVAP	NH Oth CVAP
1	18,452	7,697	5,989	3,554	722	194	213	93	18,446	7,789	5,742	3,618	764	118	301	333	4,550	
2	23,099	7,299	9,569	4,276	1,553	204	84	110	23,035	7,152	9,723	4,173	1,328	151	136	685	3,933	
3	20,108	5,984	7,800	4,135	1,697	216	185	99	20,115	6,278	7,536	3,938	1,497	160	232	694	3,704	
4	16,984	6,397	4,932	3,971	1,244	70	37	322	16,994	6,091	5,051	3,888	1,389	91	40	492	4,162	
5	16,428	6,962	4,030	4,240	1,128	20	0	60	16,438	6,970	3,825	4,143	1,094	40	0	501	4,179	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684	95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Draft Plan 3 Percentages

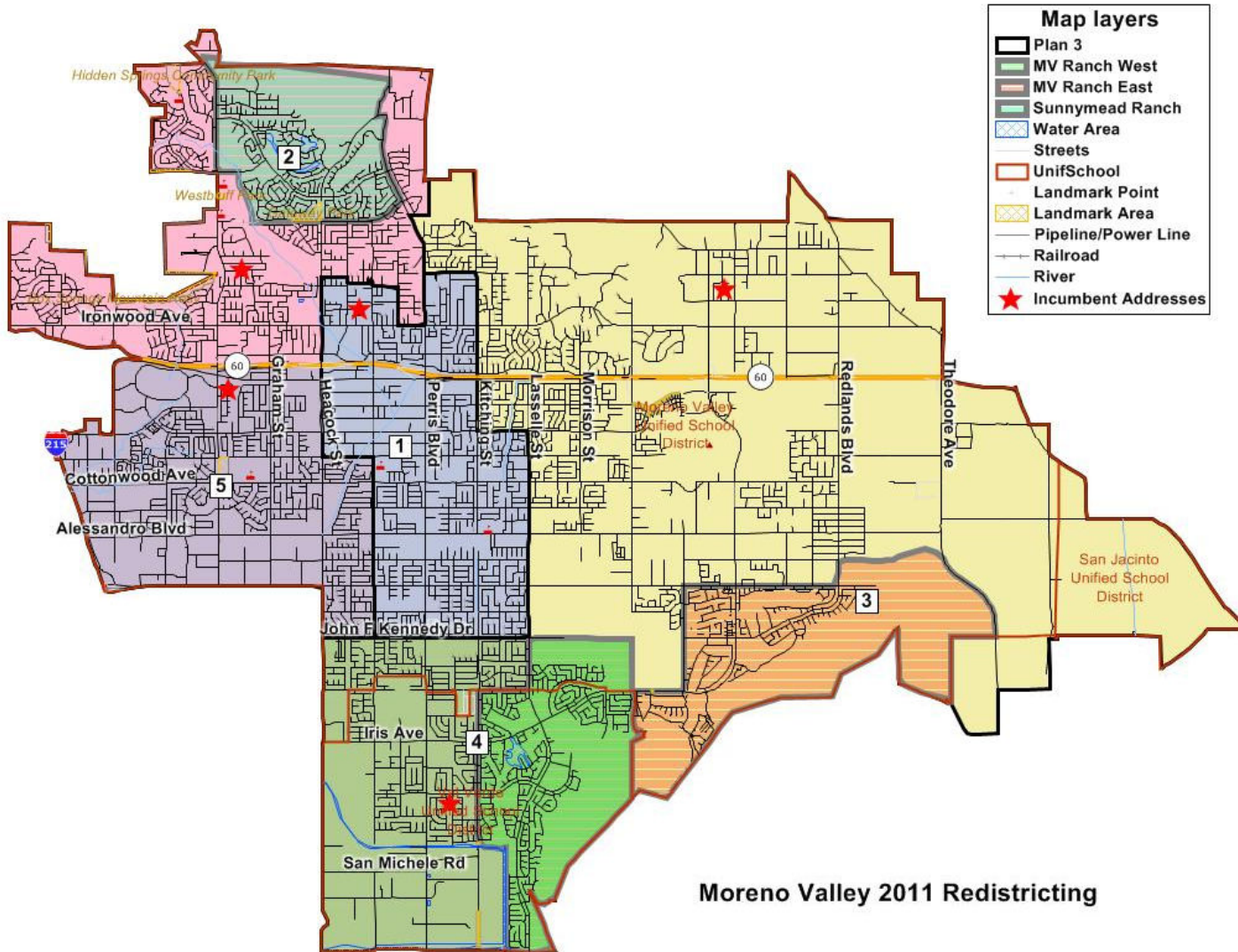
% Hisp.	% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ OthMR
62.1%	15.8%	15.6%	0.5%	4.5%	0.5%	0.2%	0.8%
45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
44.5%	25.0%	18.5%	0.6%	9.5%	0.5%	0.4%	1.0%
56.6%	13.7%	20.7%	0.4%	6.8%	0.6%	0.2%	0.9%
63.5%	12.7%	16.0%	0.4%	5.6%	0.8%	0.2%	0.9%
54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
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 Haw or Hwn = Hawaiian and Pacific Islander
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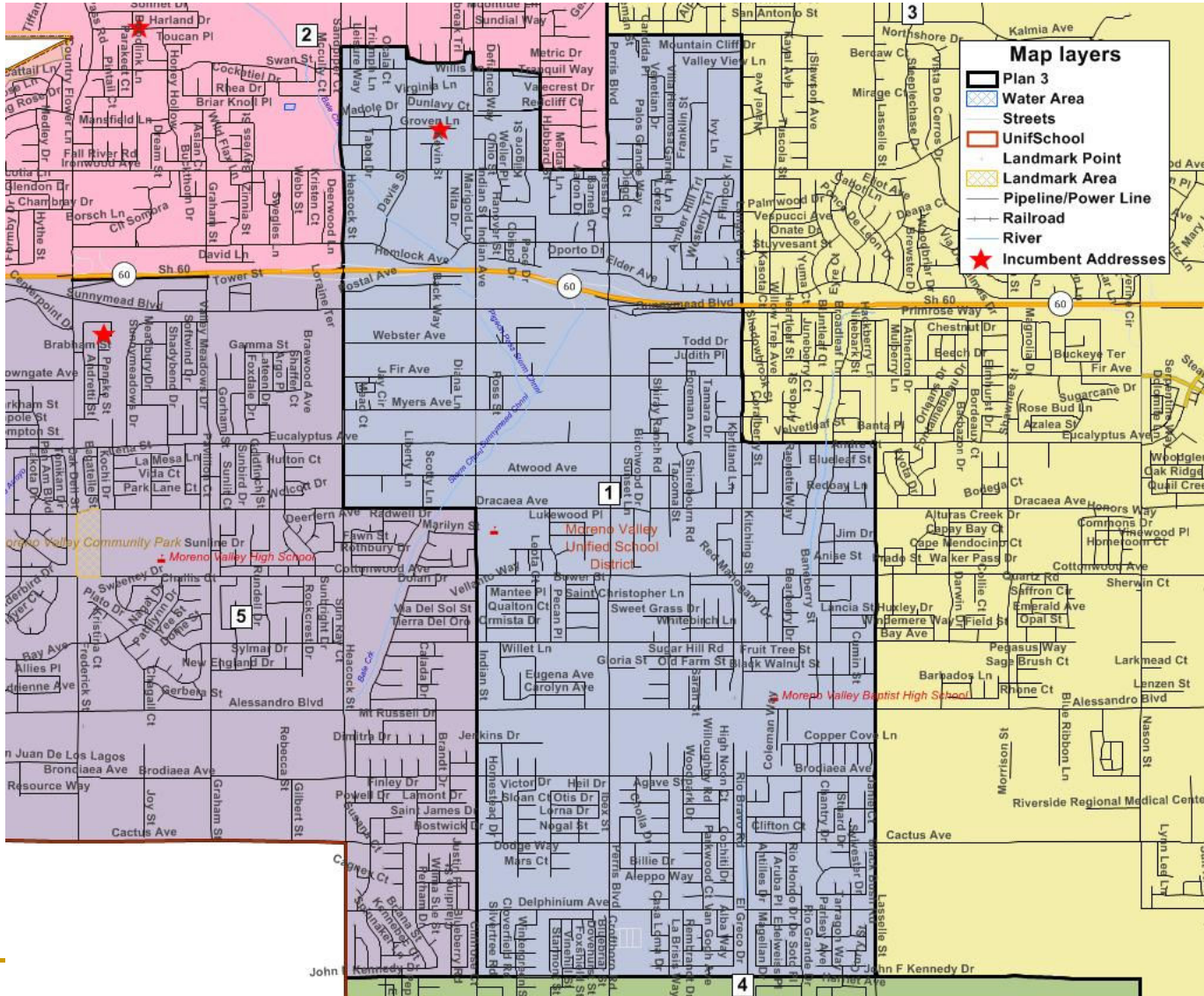
% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR	% Hisp. Reg.	% Asn. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Asn + Fil. Vote.		
57.2%	19.8%	15.7%	0.5%	5.3%	0.6%	0.2%	0.7%	39.0%	1.3%	1.2%	2.5%	34.8%	1.0%	1.2%	2.2%
40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%
40.3%	29.0%	18.3%	0.6%	10.2%	0.4%	0.4%	0.8%	28.8%	2.2%	1.6%	3.8%	24.2%	1.7%	1.4%	3.1%
52.9%	16.6%	20.6%	0.4%	7.9%	0.6%	0.3%	0.7%	37.6%	2.0%	2.1%	4.1%	34.6%	1.7%	1.7%	3.5%
58.6%	15.9%	16.5%	0.4%	6.9%	0.7%	0.2%	0.8%	42.0%	2.0%	1.6%	3.6%	38.5%	1.6%	1.6%	3.2%
49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%

Special Tabulation								American Community Survey (ACS)								
% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
72.1%	41.7%	32.5%	19.3%	3.9%	1.1%	1.2%	0.5%	72.0%	42.2%	31.1%	19.6%	4.1%	0.6%	1.6%	1.8%	24.7%
84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%	
74.3%	29.8%	38.8%	20.6%	8.4%	1.1%	0.9%	0.5%	74.4%	31.2%	37.5%	19.6%	7.4%	0.8%	1.2%	3.5%	
66.3%	37.7%	29.0%	23.4%	7.3%	0.4%	0.2%	1.9%	66.3%	35.8%	29.7%	22.9%	8.2%	0.5%	0.2%	2.9%	
65.4%	42.4%	24.5%	25.8%	6.9%	0.1%	0.0%	0.4%	65.4%	42.4%	23.3%	25.2%	6.7%	0.2%	0.0%	3.0%	
72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	

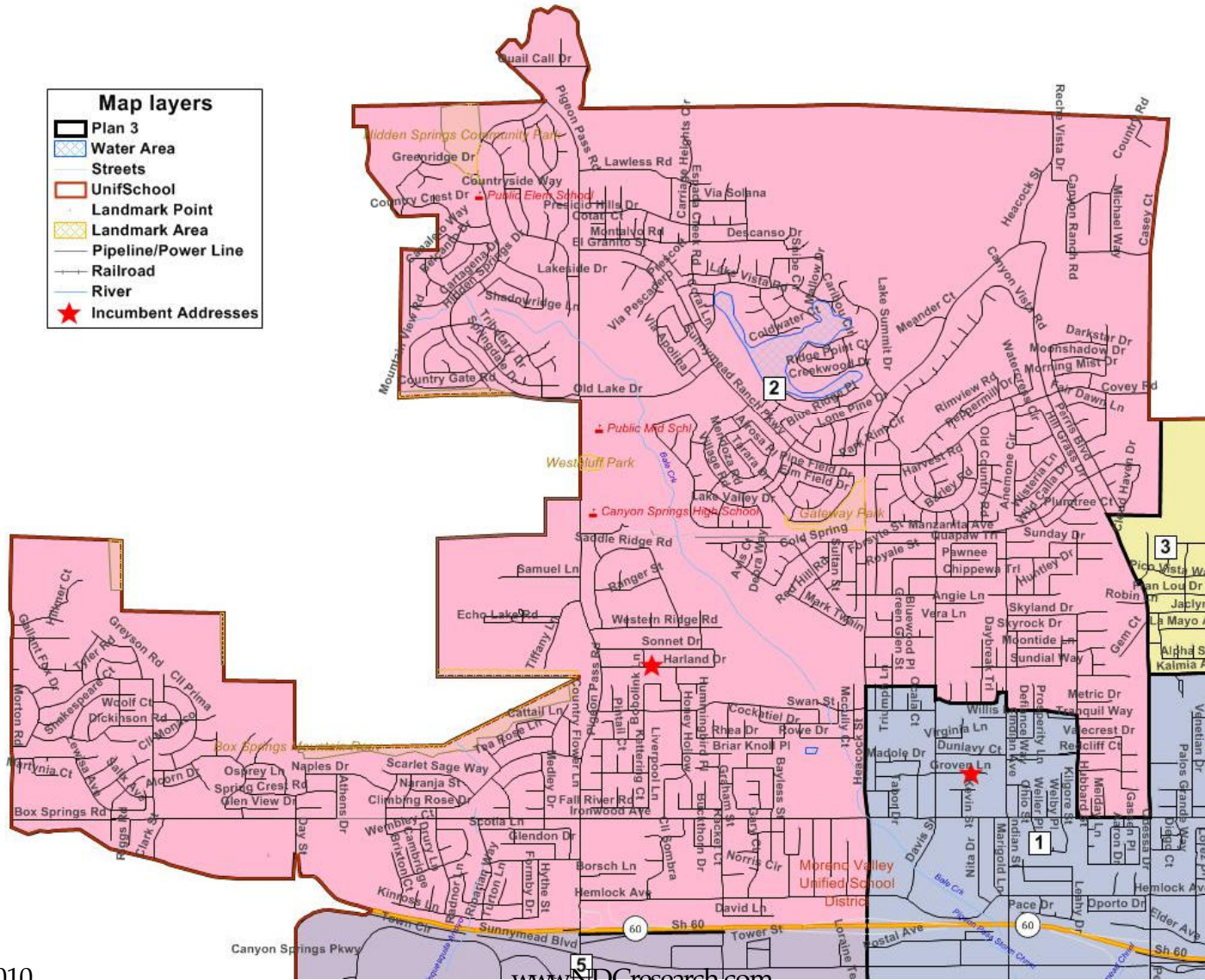
Draft Plan 3 HOA Map



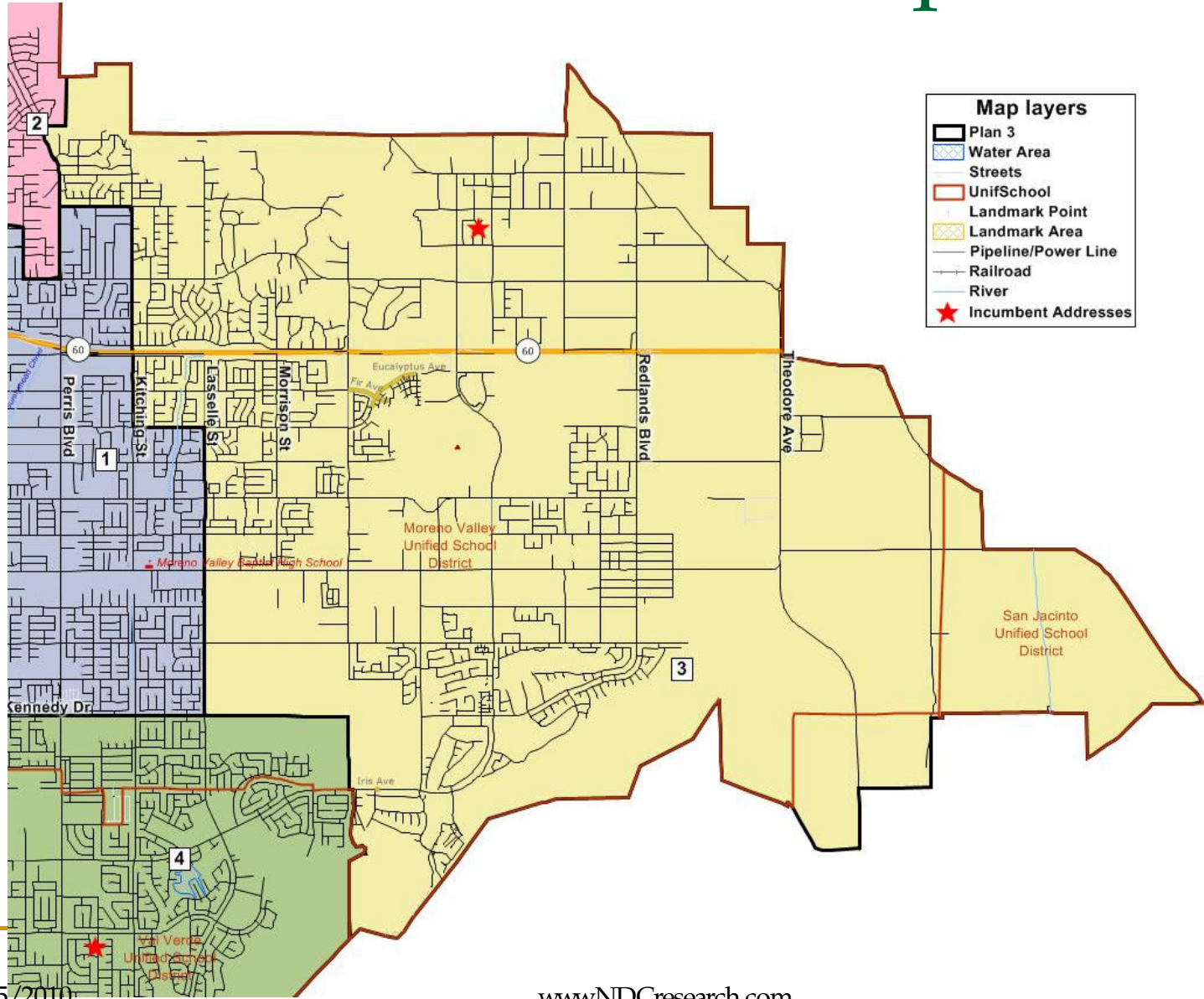
Draft Plan 3 District 1 Map



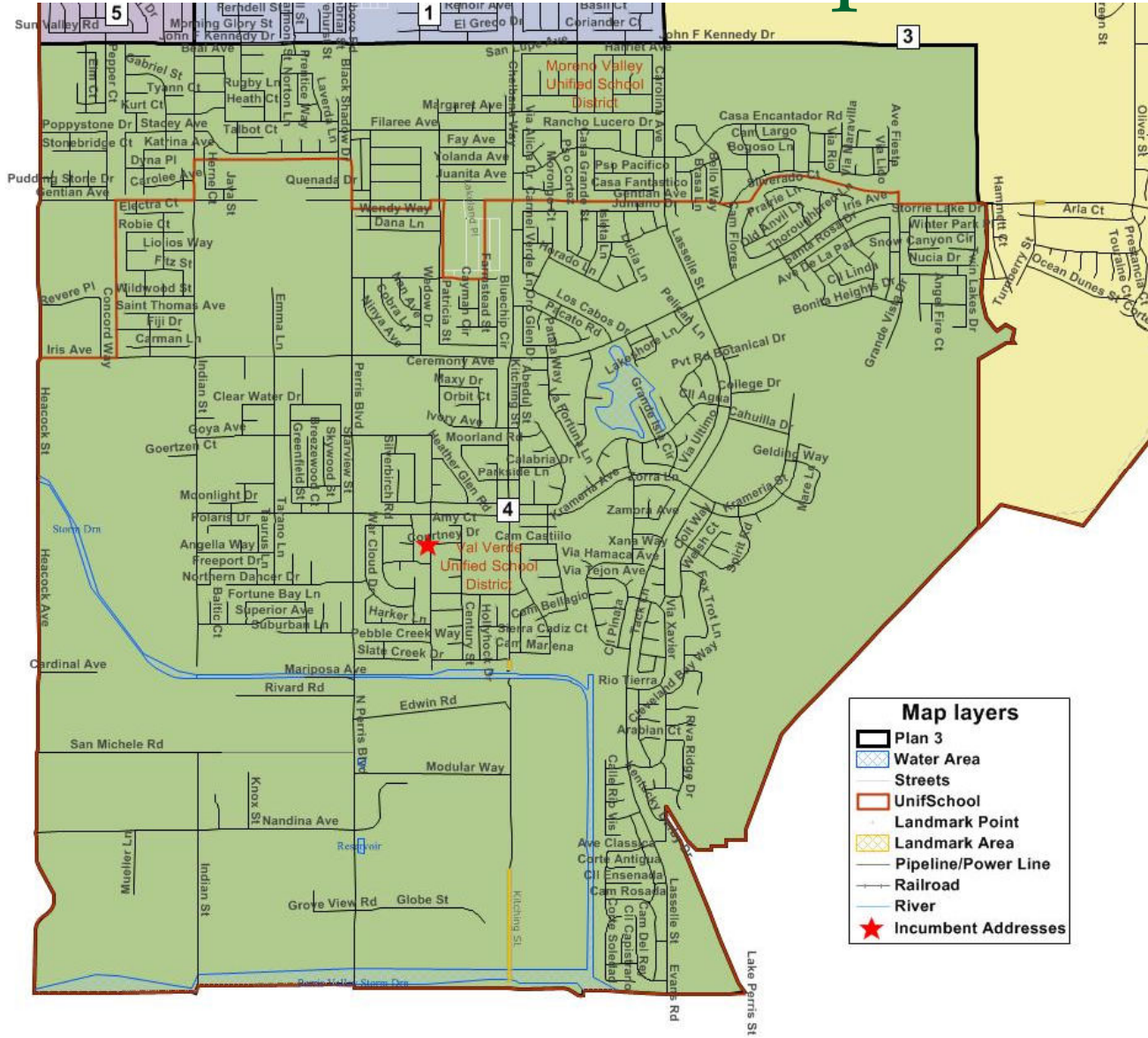
Draft Plan 3 District 2 Map



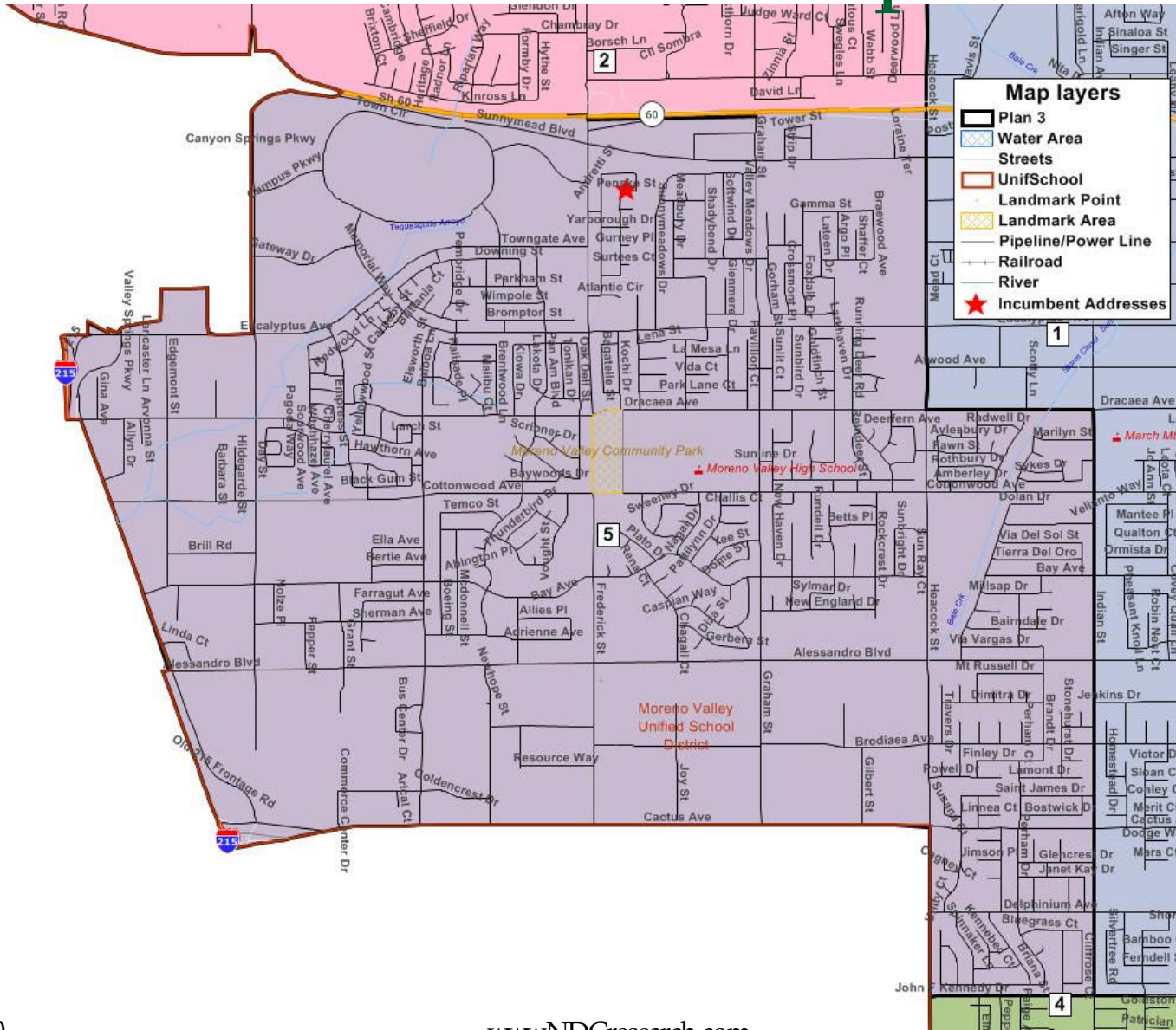
Draft Plan 3 District 3 Map



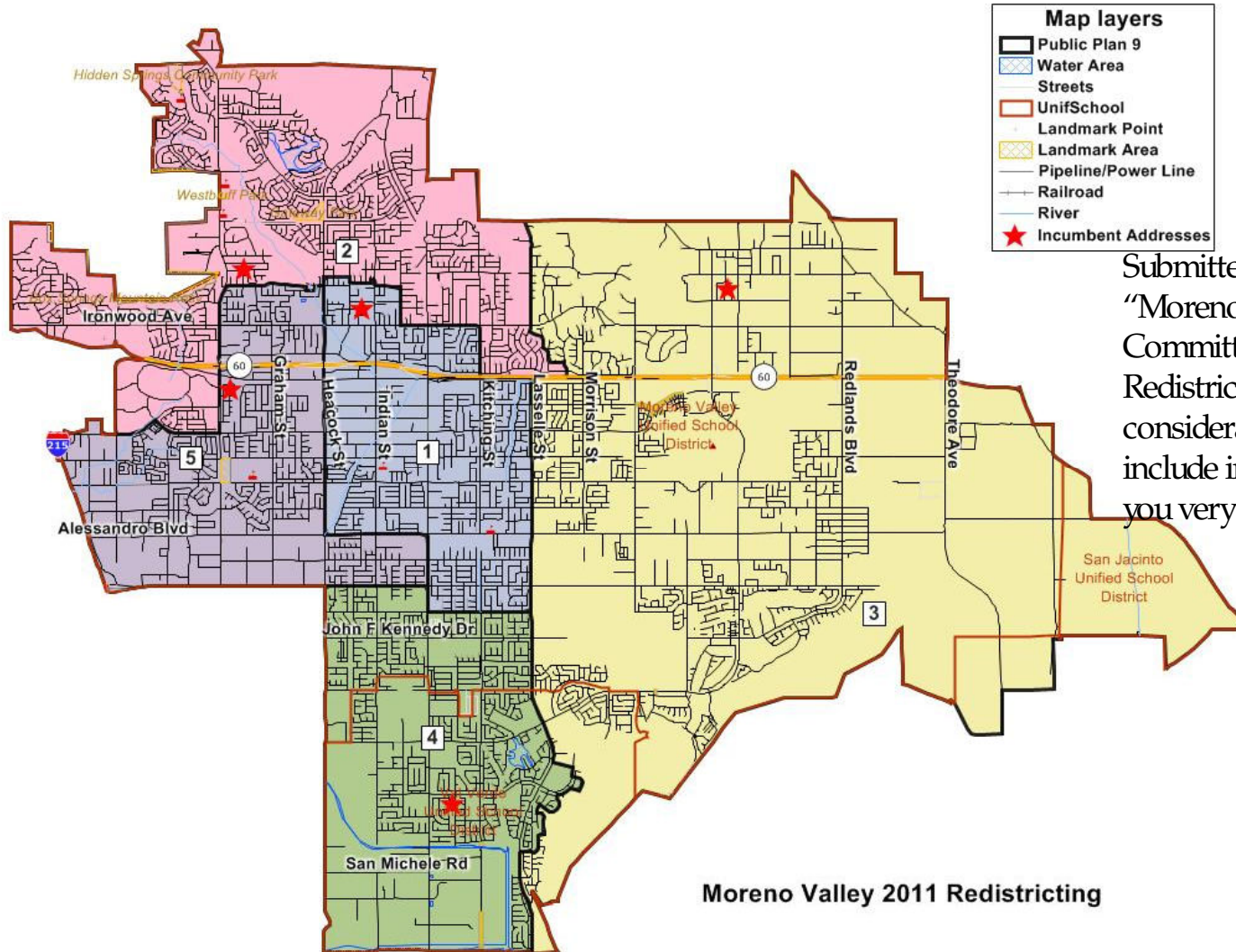
Draft Plan 3 District 4 Map



Draft Plan 3 District 5 Map



Public Plan 9



Moreno Valley 2011 Redistricting

Submitter's comment:
 "Moreno Valley Redistricting Committee final Councilmatic Redistricting MAP. For your consideration please review and include into the process. Thank you very much."

Public Plan 9 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	NH		NH		NH		NH	
				Hisp	NH Wht	DOJ Blk	NH DOJ Ind	DOJ Asn	NH DOJ Hwn	DOJ Oth	NH DOJ OthMR
1	38,321	-352	-0.91%	23,965	5,564	6,203	202	1,736	243	102	306
2	38,659	-14	-0.04%	16,954	11,308	6,742	220	2,790	168	92	385
3	38,014	-659	-1.70%	16,411	8,862	7,863	191	3,954	207	147	379
4	38,938	265	0.69%	23,401	5,355	7,191	151	2,229	206	79	326
5	39,433	760	1.97%	24,438	5,484	6,729	149	1,923	276	60	374
Total	193,365	1,419	3.67%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ Blk	NH18+ Asn	NH18+ Ind	NH18+ Hwn	NH18+ Oth	NH18+ OthMR	Tot. Reg.	Hisp. Reg.	Asn. Reg.	Fil. Reg.	Asn + Fil. Reg.	Tot. Vote.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asr + F Vc
2	27,702	11,001	9,180	4,718	169	2,193	125	64	252	17,699	5,061	382	50	432	9,264	2,262	161	113	274
3	26,349	10,302	7,180	5,314	150	2,961	126	108	208	15,253	4,287	331	39	370	7,746	1,855	133	122	255
4	25,754	14,412	4,355	4,787	106	1,715	138	54	187	12,696	5,063	217	15	232	5,751	2,083	82	102	184
5	25,811	14,760	4,525	4,439	111	1,549	176	41	210	12,012	4,769	221	33	254	4,965	1,775	72	64	136
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	146	1,446	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)									
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP	NH Oth CVAP	
1	17,926	7,740	5,589	3,567	768	57	146	70		18,164	7,767	5,661	3,566	770	67	245	300	4,418	
2	23,160	7,193	9,493	4,428	1,557	187	194	104		23,012	6,891	9,710	4,258	1,427	134	142	721	3,891	
3	18,721	5,127	7,163	4,049	1,992	181	91	127		18,888	5,707	6,868	3,929	1,624	152	174	615	3,536	
4	17,298	6,824	5,214	3,738	1,030	139	29	317		17,093	6,459	4,868	3,902	1,295	129	39	517	4,445	
5	17,965	7,454	4,860	4,394	999	140	60	66		17,871	7,457	4,771	4,105	956	77	108	554	4,238	
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528	

Public Plan 9 Percentages

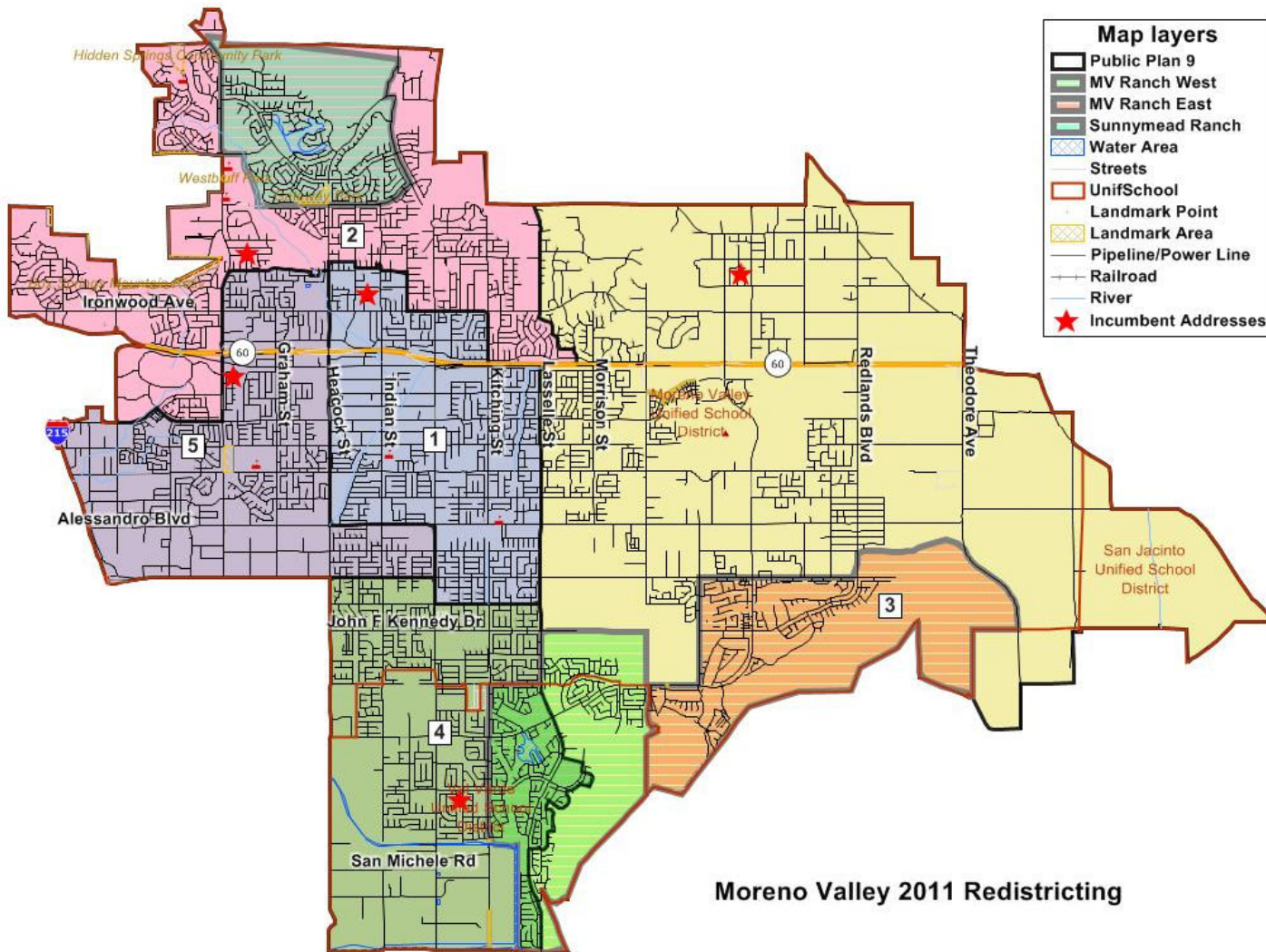
Dist.	% Hisp.	% NH							% NH OthMR
		% NH Wht	% NH DOJ Blk	% NH DOJ Ind	% NH DOJ Asn	% NH DOJ Hwn	% NH DOJ Oth	% NH DOJ	
1	62.5%	14.5%	16.2%	0.5%	4.5%	0.6%	0.3%	0.8%	
2	43.9%	29.3%	17.4%	0.6%	7.2%	0.4%	0.2%	1.0%	
3	43.2%	23.3%	20.7%	0.5%	10.4%	0.5%	0.4%	1.0%	
4	60.1%	13.8%	18.5%	0.4%	5.7%	0.5%	0.2%	0.8%	
5	62.0%	13.9%	17.1%	0.4%	4.9%	0.7%	0.2%	0.9%	
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%	

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% NH18+									% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
	% H18+ Pop	% NH18+ Wht	% NH18+ DOJ Blk	% NH18+ DOJ Ind	% NH18+ DOJ Asn	% NH18+ DOJ Hwn	% NH18+ DOJ Oth	% NH18+ DOJ OthMR									
1	57.6%	18.3%	16.5%	0.6%	5.5%	0.7%	0.3%	0.7%	39.0%	1.2%	0.1%	1.3%	35.2%	1.1%	1.4%	2.5%	
2	39.7%	33.1%	17.0%	0.6%	7.9%	0.5%	0.2%	0.9%	28.6%	2.2%	0.3%	2.4%	24.4%	1.7%	1.2%	3.0%	
3	39.1%	27.2%	20.2%	0.6%	11.2%	0.5%	0.4%	0.8%	28.1%	2.2%	0.3%	2.4%	23.9%	1.7%	1.6%	3.3%	
4	56.0%	16.9%	18.6%	0.4%	6.7%	0.5%	0.2%	0.7%	39.9%	1.7%	0.1%	1.8%	36.2%	1.4%	1.8%	3.2%	
5	57.2%	17.5%	17.2%	0.4%	6.0%	0.7%	0.2%	0.8%	39.7%	1.8%	0.3%	2.1%	35.8%	1.5%	1.3%	2.7%	
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	0.2%	2.1%	29.8%	1.5%	1.4%	3.0%	

Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	71.0%	43.2%	31.2%	19.9%	4.3%	0.3%	0.8%	0.4%	71.9%	42.8%	31.2%	19.6%	4.2%	0.4%	1.3%	1.7%	24.3%	
2	83.6%	31.1%	41.0%	19.1%	6.7%	0.8%	0.8%	0.5%	83.1%	29.9%	42.2%	18.5%	6.2%	0.6%	0.6%	3.1%	16.9%	
3	71.1%	27.4%	38.3%	21.6%	10.6%	1.0%	0.5%	0.7%	71.7%	30.2%	36.4%	20.8%	8.6%	0.8%	0.9%	3.3%	18.7%	
4	67.2%	39.4%	30.1%	21.6%	6.0%	0.8%	0.2%	1.8%	66.4%	37.8%	28.5%	22.8%	7.6%	0.8%	0.2%	3.0%	26.0%	
5	69.6%	41.5%	27.1%	24.5%	5.6%	0.8%	0.3%	0.4%	69.2%	41.7%	26.7%	23.0%	5.3%	0.4%	0.6%	3.1%	23.7%	
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%	21.6%	

Public Plan 9 HOA Map

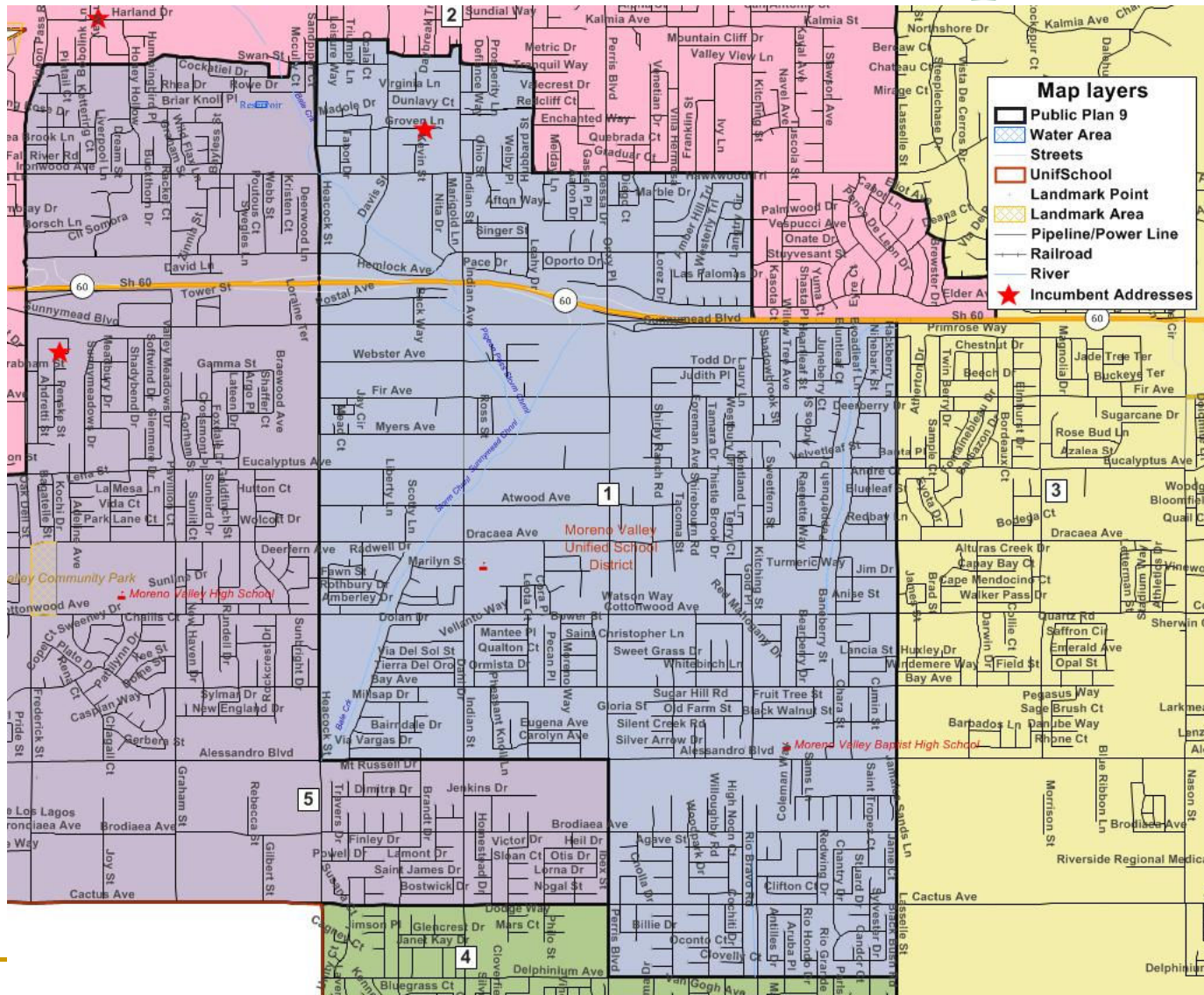


Moreno Valley 2011 Redistricting

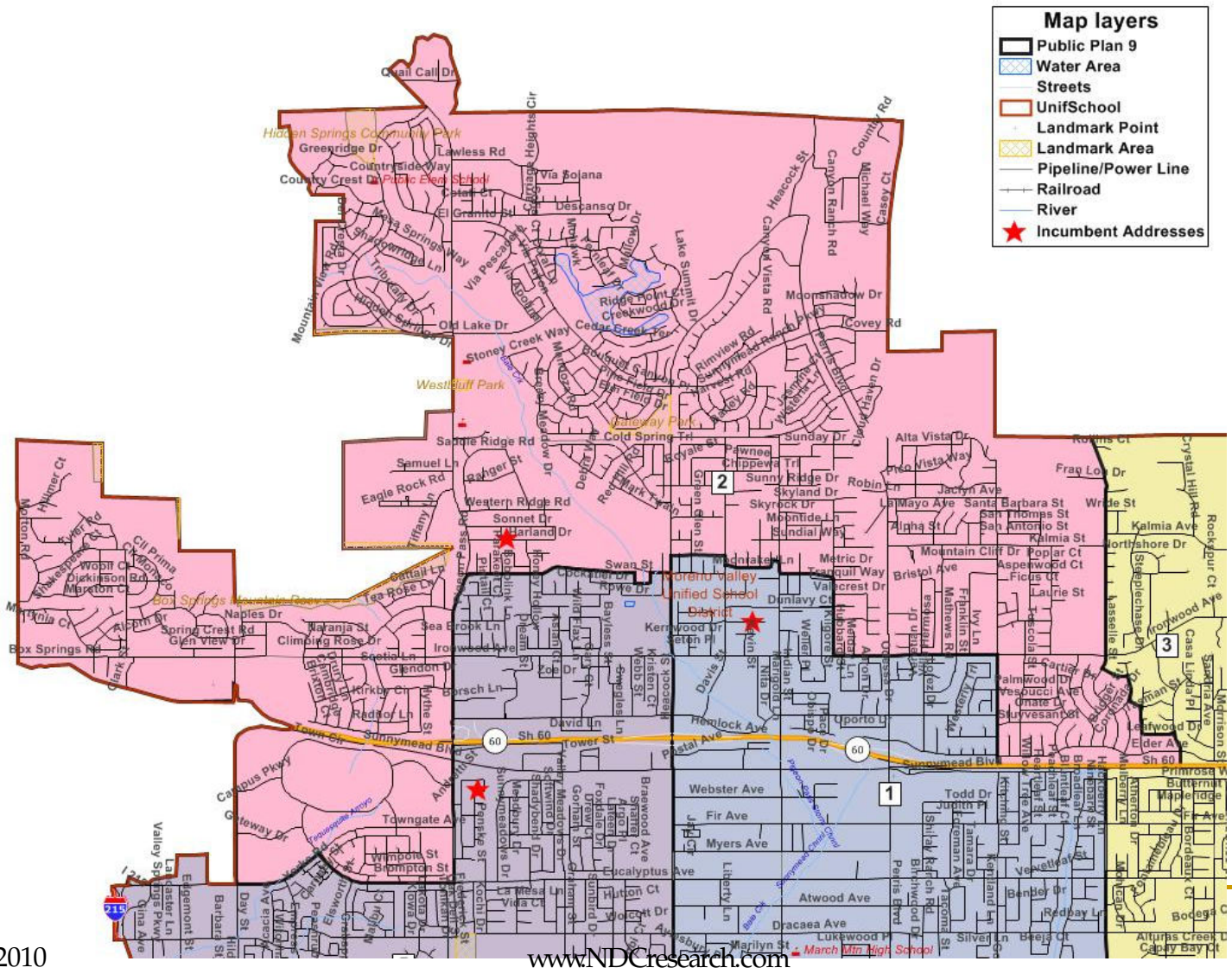
-568-

Item No. E.1

Public Plan 9 District 1 Map



Public Plan 9 District 2 Map

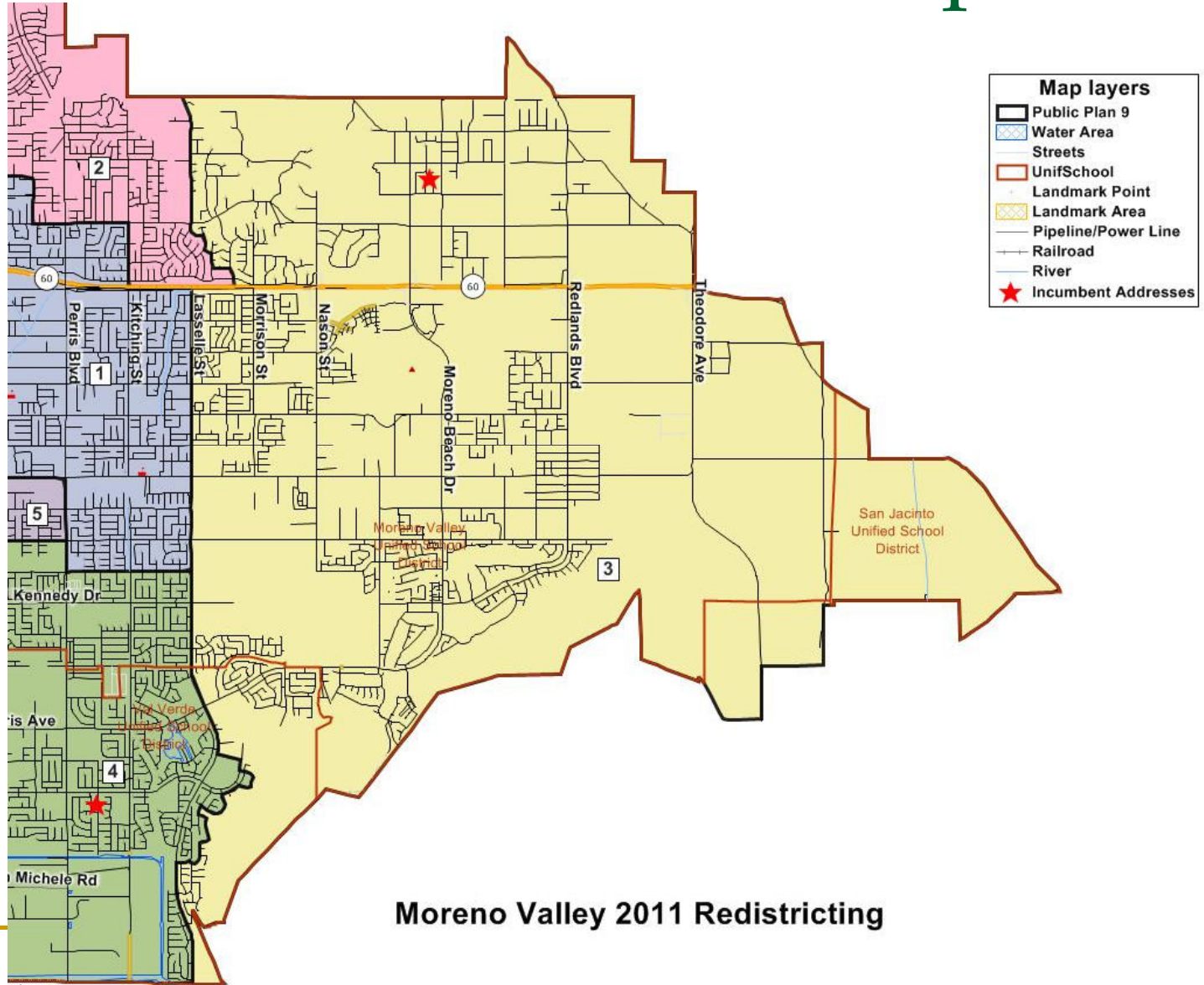


8/25/2010

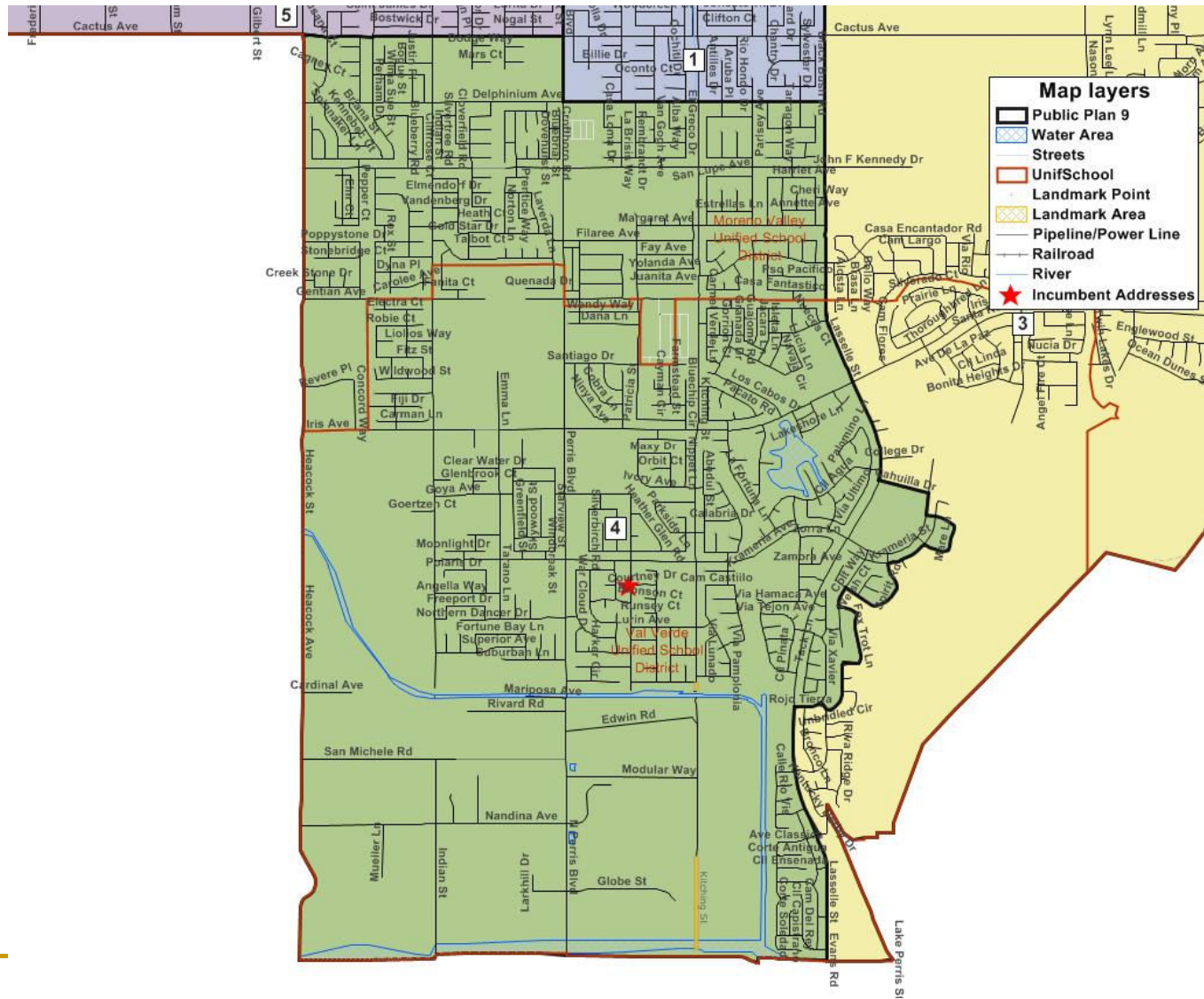
www.NDCresearch.com

18

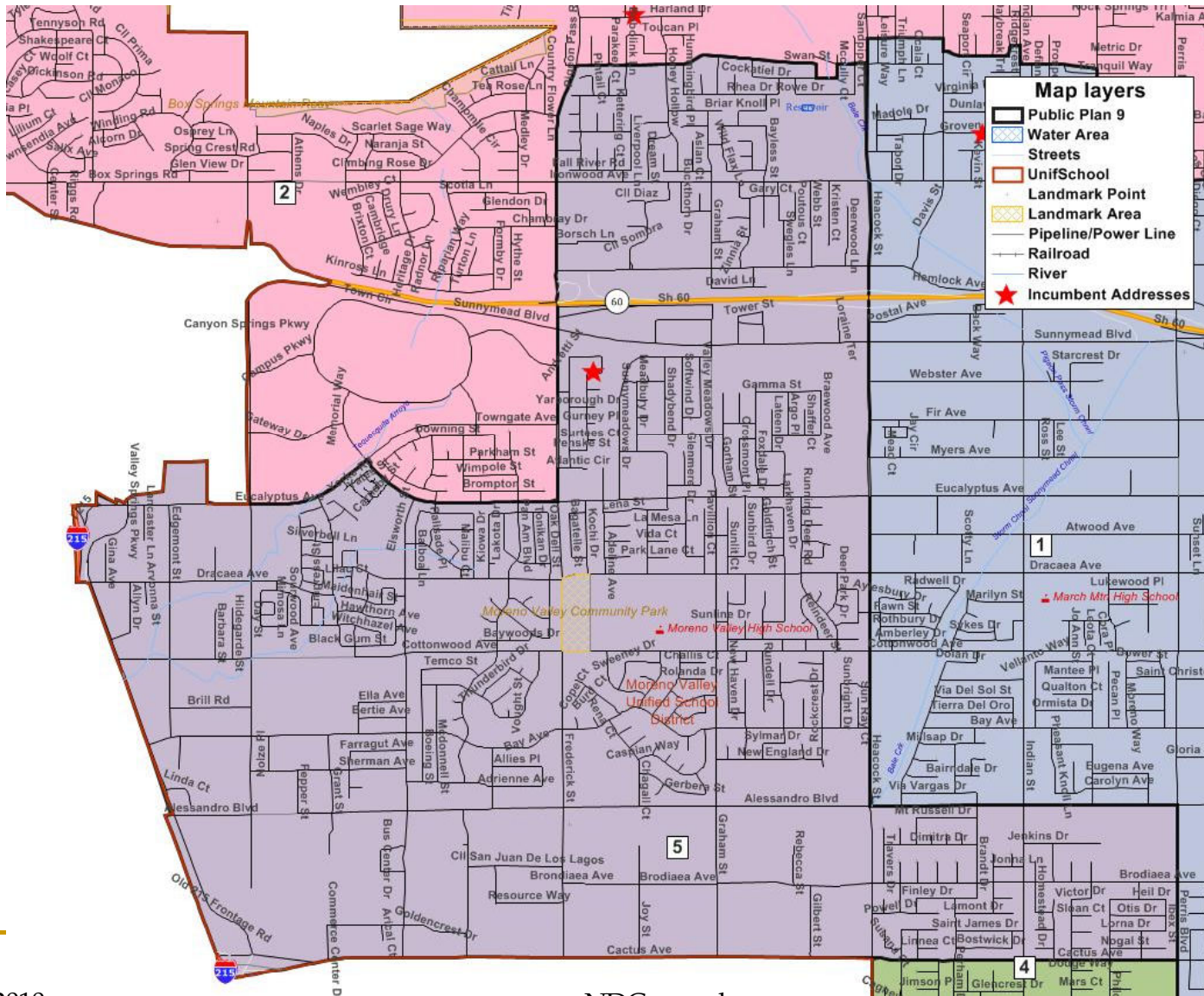
Public Plan 9 District 3 Map



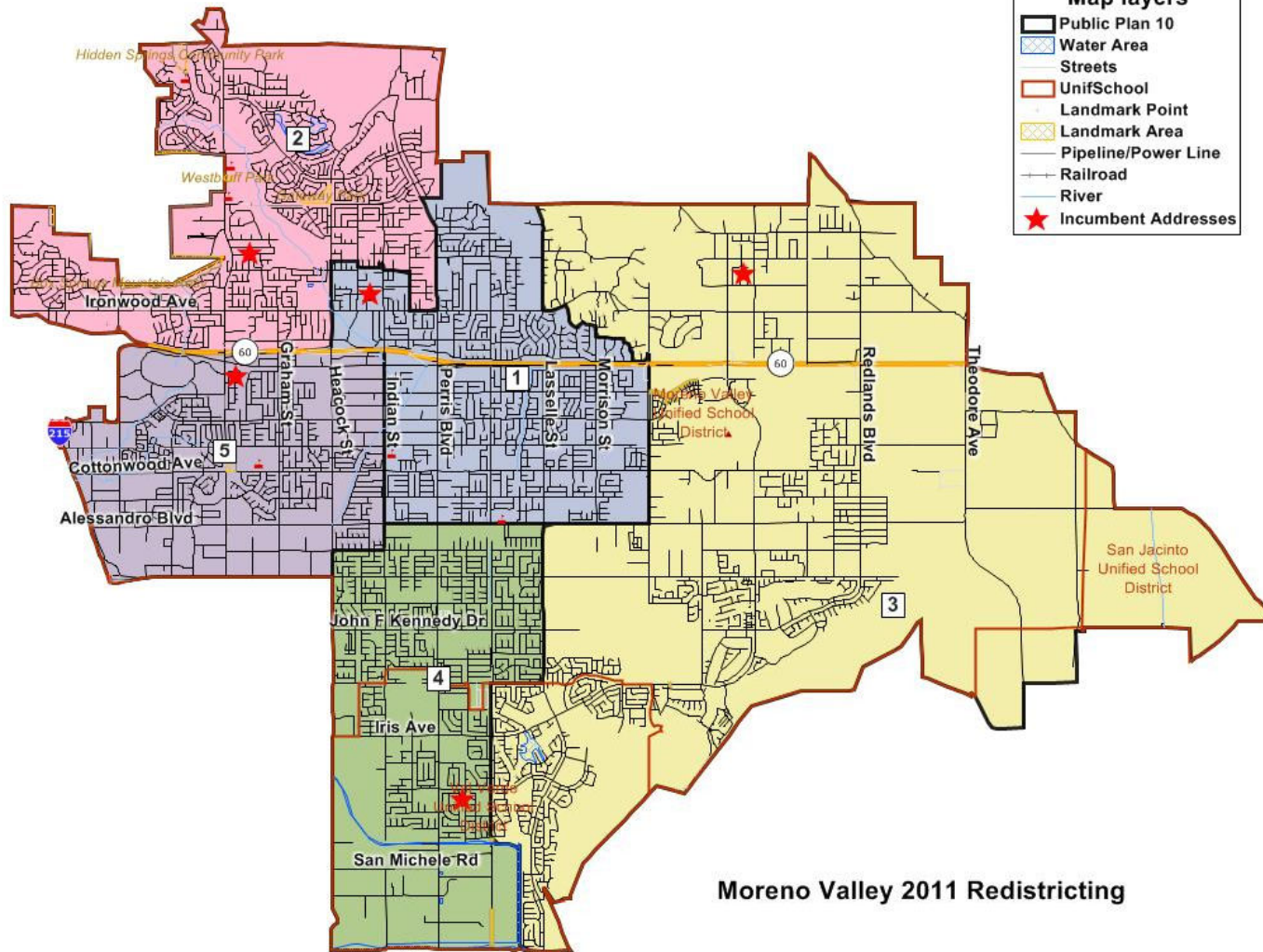
Public Plan 9 District 4 Map



Public Plan 9 District 5 Map



Public Plan 10



Moreno Valley 2011 Redistricting

Submitter's comment:
 "My goal was to keep the integrity of the original districts as much as possible. All council members are in their own districts and all district populations are in the acceptable range. I think my plan keeps areas of common interest together better than many of the other maps I've viewed. The system was easy to use. Thank-you for allowing the public to participate."

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Public Plan 10 Counts

Dist.	Tot. Pop.	Dev.	% Dev.	Hisp	NH Wht	NH	NH	NH	NH	NH	NH
						DOJ	NH DOJ	DOJ	DOJ	DOJ	DOJ
1	38,691	18	0.05%	22,417	6,955	6,004	232	2,448	203	104	328
2	38,872	199	0.51%	17,552	10,653	7,375	197	2,424	193	85	393
3	39,033	360	0.93%	16,468	8,744	9,007	178	3,865	223	133	415
4	38,349	-324	-0.84%	24,225	5,478	6,109	146	1,836	209	80	266
5	38,420	-253	-0.65%	24,507	4,743	6,233	160	2,059	272	78	368
Total	193,365	684	1.77%	105,169	36,573	34,728	913	12,632	1,100	480	1,770
Ideal	38,673										

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	18+ Pop	H18+ Pop	NH18+ Wht	NH18+ DOJ Blk	NH18+ DOJ Ind	NH18+ DOJ Asn	NH18+ DOJ Hwn	NH18+ DOJ Oth	NH18+ DOJ OthMR	Tot. Reg	Hisp. Reg	Asn. Reg	Fil. Reg	Asn + Fil. Reg	Tot. Vote	Hisp. Vote	Asn. Vote	Fil. Vote	Asi
																			Fil. Vote
1	26,345	14,012	5,714	4,185	175	1,861	140	66	192	14,118	5,080	263	187	450	6,722	2,125	97	83	180
2	27,467	11,216	8,689	5,050	154	1,908	134	61	255	16,926	4,791	303	253	556	8,615	2,099	130	114	244
3	27,078	10,372	7,109	6,070	131	2,930	149	102	215	15,438	4,341	329	317	646	7,715	1,845	143	126	269
4	25,316	14,911	4,507	4,005	104	1,437	136	49	167	12,561	5,215	183	192	375	5,632	2,124	63	86	149
5	24,663	14,498	3,844	4,121	118	1,663	171	54	194	10,876	4,533	222	168	390	4,260	1,619	70	65	135
Total	130,869	65,009	29,863	23,431	682	9,799	730	332	1,023	69,919	23,960	1,300	1,117	2,417	32,944	9,812	503	474	977

Dist.	Special Tabulation									American Community Survey (ACS)								
	Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	NH Ind CVAP	NH Hwn CVAP	NH MR CVAP		Total CVAP	Hisp CVAP	NH Wht CVAP	NH Blk CVAP	NH Asn CVAP	Ind CVAP	Hwn CVAP	NH MR CVAP	Oth CVAP
1	19,865	7,495	6,715	4,231	914	114	353	43		19,877	7,380	6,768	3,966	964	71	377	536	4,186
2	23,099	7,299	9,569	4,276	1,553	204	84	110		23,035	7,152	9,723	4,173	1,328	151	136	685	3,933
3	18,635	5,385	6,815	4,037	1,943	179	42	240		19,263	5,987	6,899	4,069	1,673	157	137	589	3,737
4	17,602	7,513	5,175	3,542	954	187	41	186		17,113	7,174	4,653	3,636	1,119	165	59	451	4,802
5	15,871	6,646	4,045	4,090	981	20	0	105		15,740	6,589	3,834	3,916	990	16	0	444	3,869
Total	95,071	34,338	32,320	20,176	6,345	704	520	684		95,028	34,280	31,877	19,760	6,072	559	708	2,706	20,528

Public Plan 10 Percentages

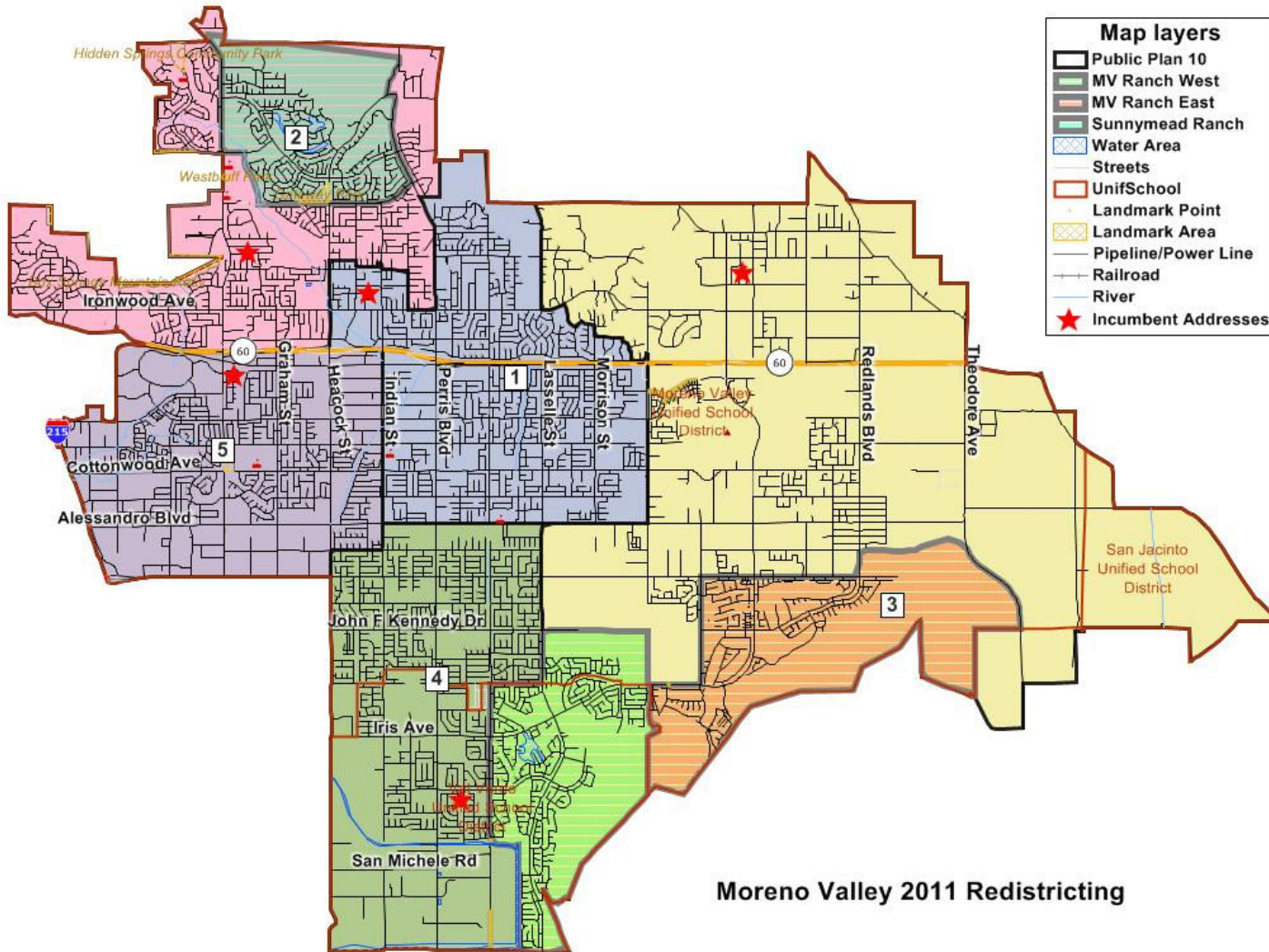
Dist.	% Hisp.	% NH		% NH		% NH		% NH
		Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	DOJ OthMR
1	57.9%	18.0%	15.5%	0.6%	6.3%	0.5%	0.3%	0.8%
2	45.2%	27.4%	19.0%	0.5%	6.2%	0.5%	0.2%	1.0%
3	42.2%	22.4%	23.1%	0.5%	9.9%	0.6%	0.3%	1.1%
4	63.2%	14.3%	15.9%	0.4%	4.8%	0.5%	0.2%	0.7%
5	63.8%	12.3%	16.2%	0.4%	5.4%	0.7%	0.2%	1.0%
Total	54.4%	18.9%	18.0%	0.5%	6.5%	0.6%	0.2%	0.9%

Abbreviations:
 Dev. = Deviation
 Hisp = Hispanic
 NH = "Non-Hispanic"
 Wht = White
 Blk = Black / African American
 Ind = Native American
 Asn = Asian American
 Haw or Hwn = Hawaiian and Pacific Islander
 Oth = Other
 OthMR or MR = Multi-Race
 Fil = Filipino
 "DOJ" = Aggregated according to U.S. Department of Justice guidance
 Reg = Voter Registration
 CVAP = Citizen Voting Age Population

Dist.	% H18+		% NH18+		% NH18+		% NH18+		% NH18+		% Hisp. Reg.	% Asn. Reg.	% Fil. Reg.	% Asn + Fil. Reg.	Hisp. Vote.	Asn. Vote.	Fil. Vote.	Asn + Fil. Vote.
	Pop	Wht	DOJ Blk	DOJ Ind	DOJ Asn	Hwn	DOJ Oth	DOJ OthMR										
1	53.2%	21.7%	15.9%	0.7%	7.1%	0.5%	0.3%	0.7%	36.0%	1.9%	1.3%	3.2%	31.6%	1.4%	1.2%	2.7%		
2	40.8%	31.6%	18.4%	0.6%	6.9%	0.5%	0.2%	0.9%	28.3%	1.8%	1.5%	3.3%	24.4%	1.5%	1.3%	2.8%		
3	38.3%	26.3%	22.4%	0.5%	10.8%	0.6%	0.4%	0.8%	28.1%	2.1%	2.1%	4.2%	23.9%	1.9%	1.6%	3.5%		
4	58.9%	17.8%	15.8%	0.4%	5.7%	0.5%	0.2%	0.7%	41.5%	1.5%	1.5%	3.0%	37.7%	1.1%	1.5%	2.6%		
5	58.8%	15.6%	16.7%	0.5%	6.7%	0.7%	0.2%	0.8%	41.7%	2.0%	1.5%	3.6%	38.0%	1.6%	1.5%	3.2%		
Total	49.7%	22.8%	17.9%	0.5%	7.5%	0.6%	0.3%	0.8%	34.3%	1.9%	1.6%	3.5%	29.8%	1.5%	1.4%	3.0%		

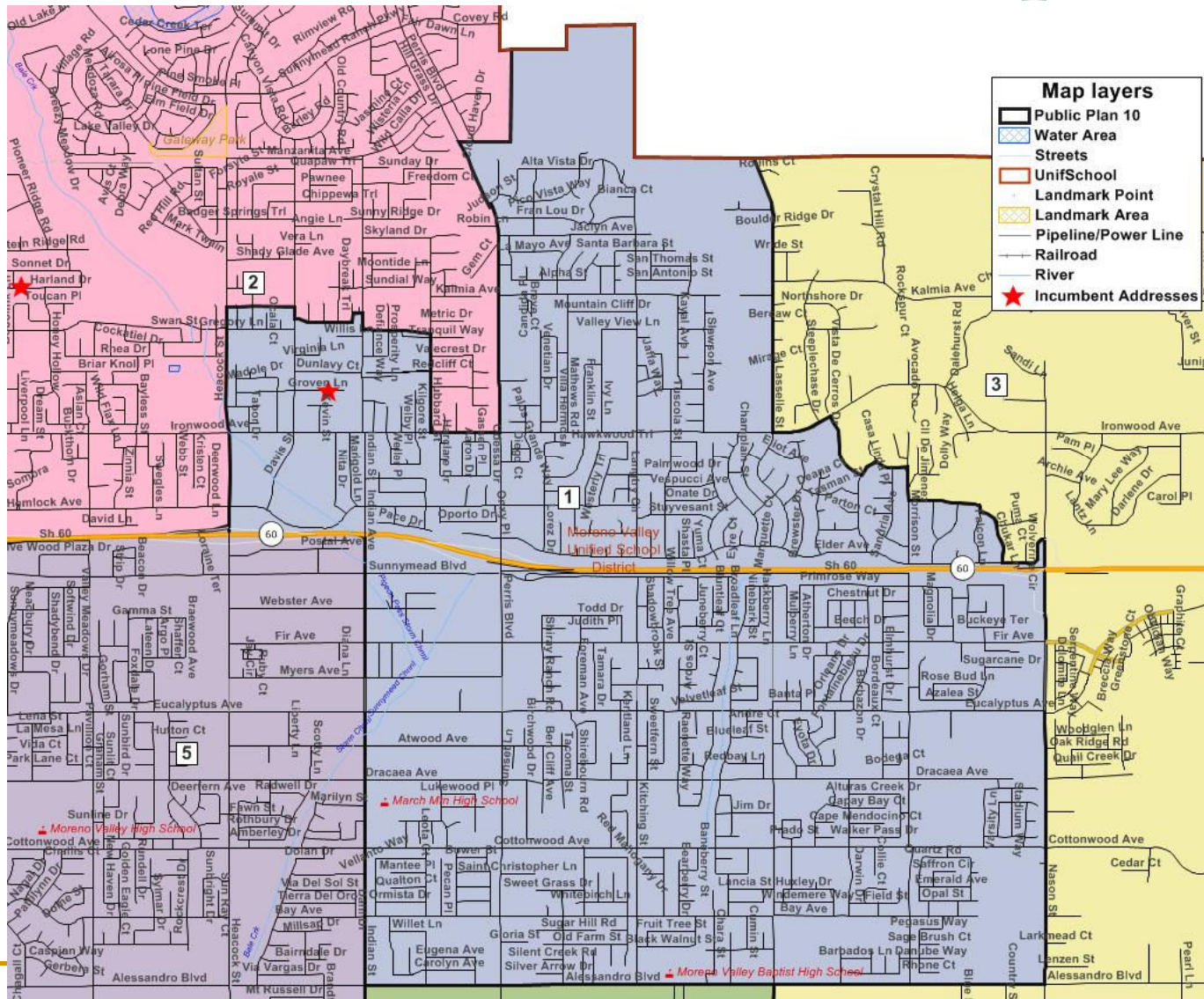
Dist.	Special Tabulation									American Community Survey (ACS)								
	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP	% Total CVAP	% Hisp CVAP	% NH Wht CVAP	% NH Blk CVAP	% NH Asn CVAP	% NH Ind CVAP	% NH Hwn CVAP	% NH MR CVAP	% NH Oth CVAP
1	75.4%	37.7%	33.8%	21.3%	4.6%	0.6%	1.8%	0.2%	75.4%	37.1%	34.1%	20.0%	4.8%	0.4%	1.9%	2.7%		
2	84.1%	31.6%	41.4%	18.5%	6.7%	0.9%	0.4%	0.5%	83.9%	31.0%	42.2%	18.1%	5.8%	0.7%	0.6%	3.0%		
3	68.8%	28.9%	36.6%	21.7%	10.4%	1.0%	0.2%	1.3%	71.1%	31.1%	35.8%	21.1%	8.7%	0.8%	0.7%	3.1%		
4	69.5%	42.7%	29.4%	20.1%	5.4%	1.1%	0.2%	1.1%	67.6%	41.9%	27.2%	21.2%	6.5%	1.0%	0.3%	2.6%		
5	64.4%	41.9%	25.5%	25.8%	6.2%	0.1%	0.0%	0.7%	63.8%	41.9%	24.4%	24.9%	6.3%	0.1%	0.0%	2.8%		
Total	72.6%	36.1%	34.0%	21.2%	6.7%	0.7%	0.5%	0.7%	72.6%	36.1%	33.5%	20.8%	6.4%	0.6%	0.7%	2.8%		

Public Plan 10 HOA Map

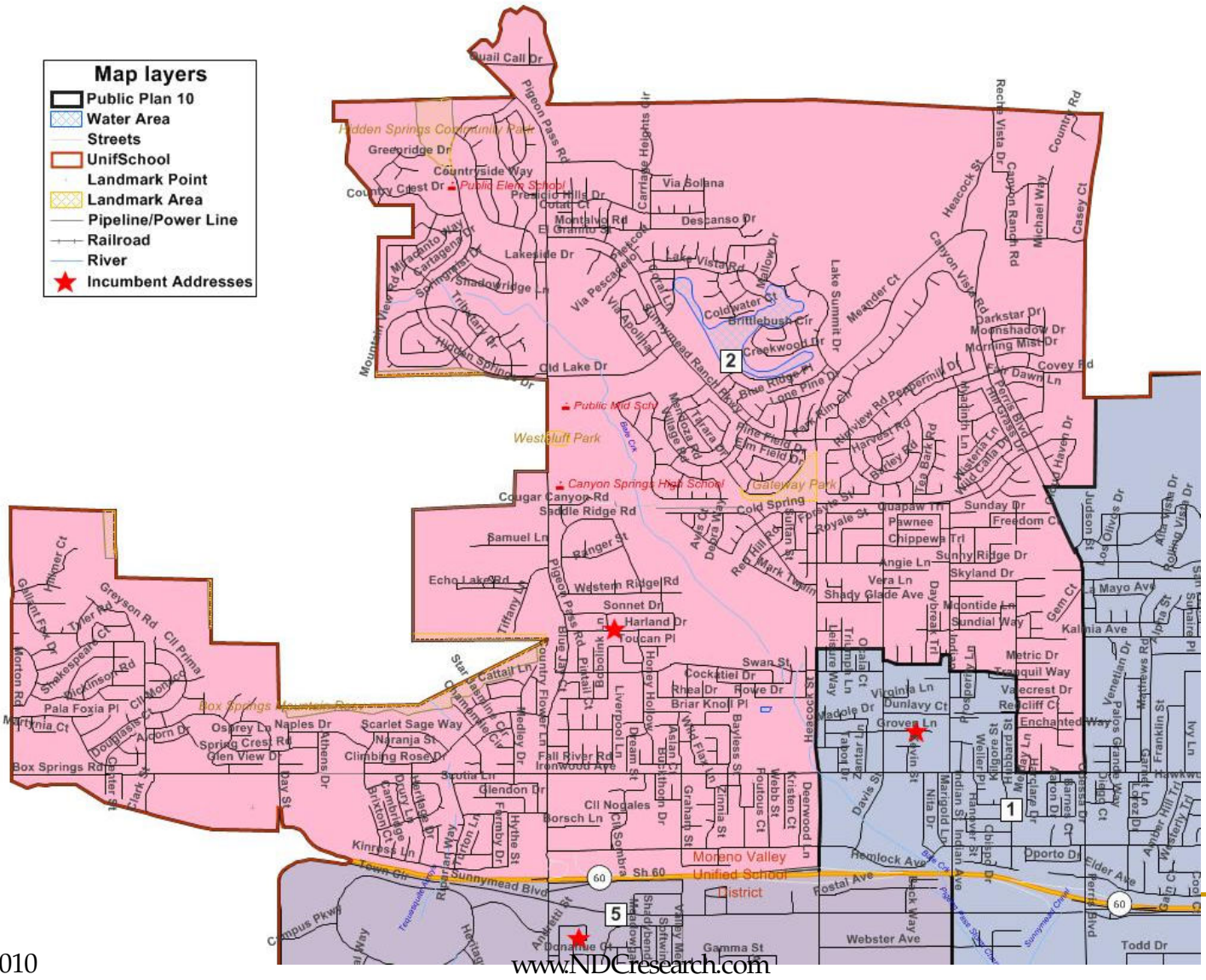


Moreno Valley 2011 Redistricting

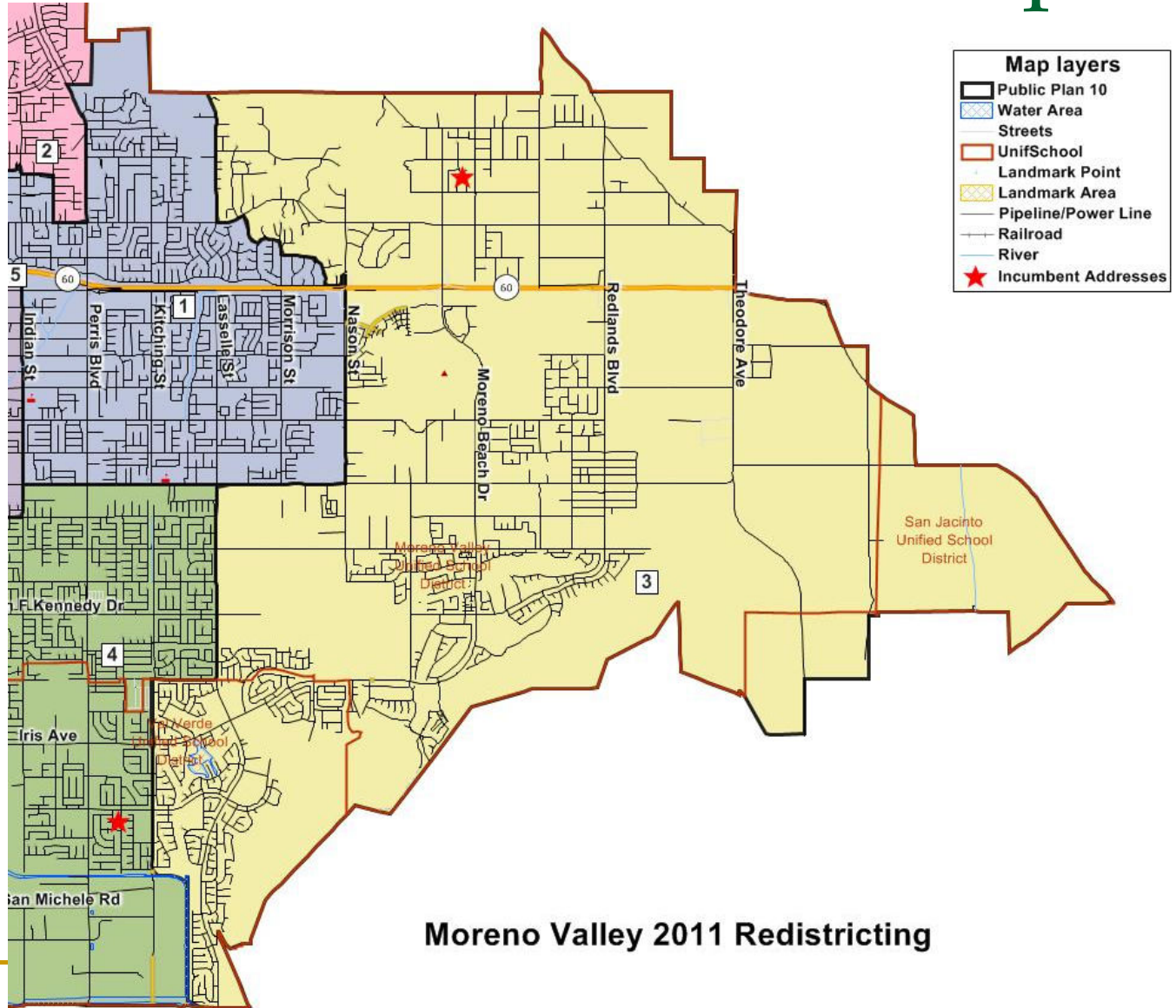
Public Plan 10 District 1 Map



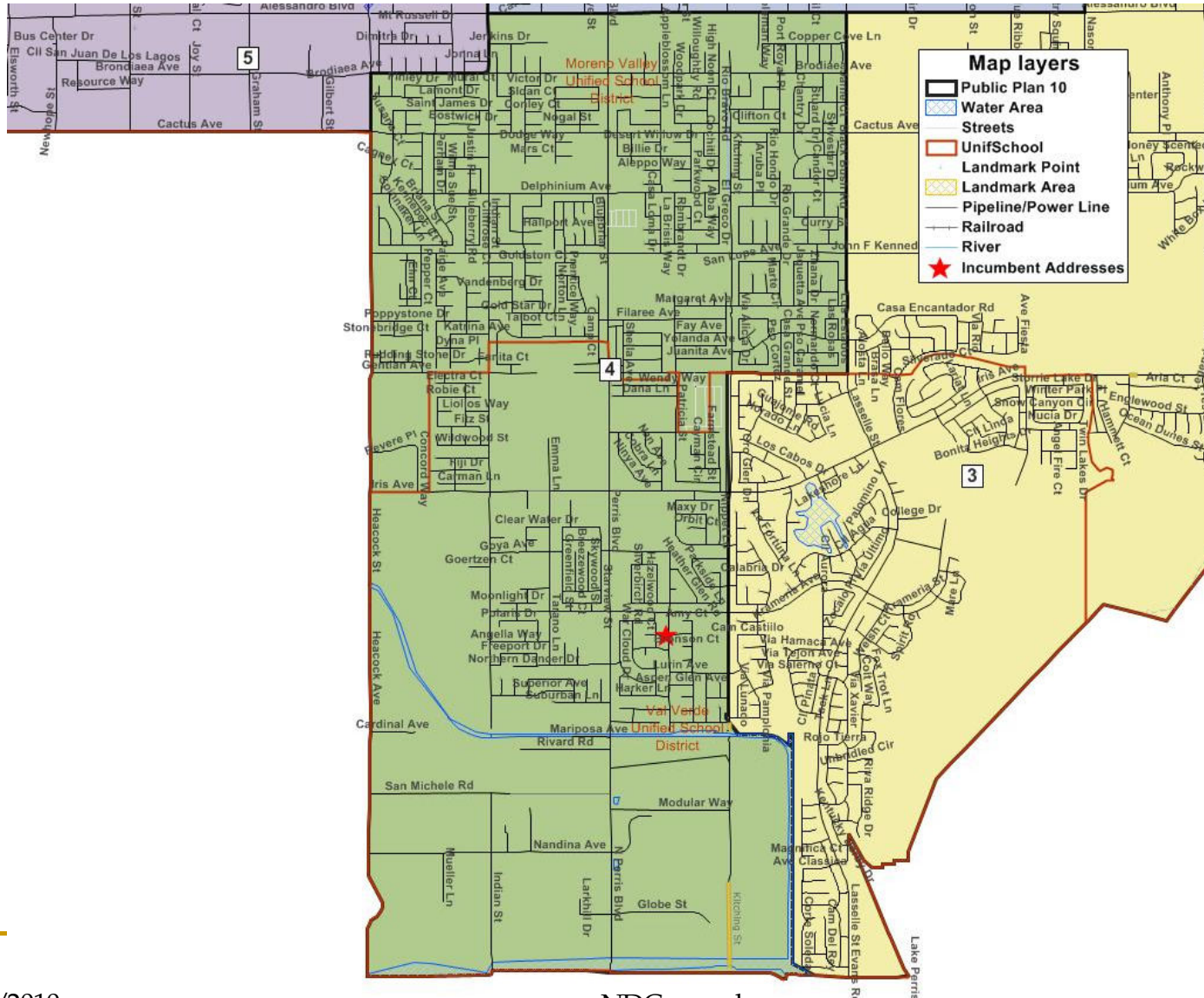
Public Plan 10 District 2 Map



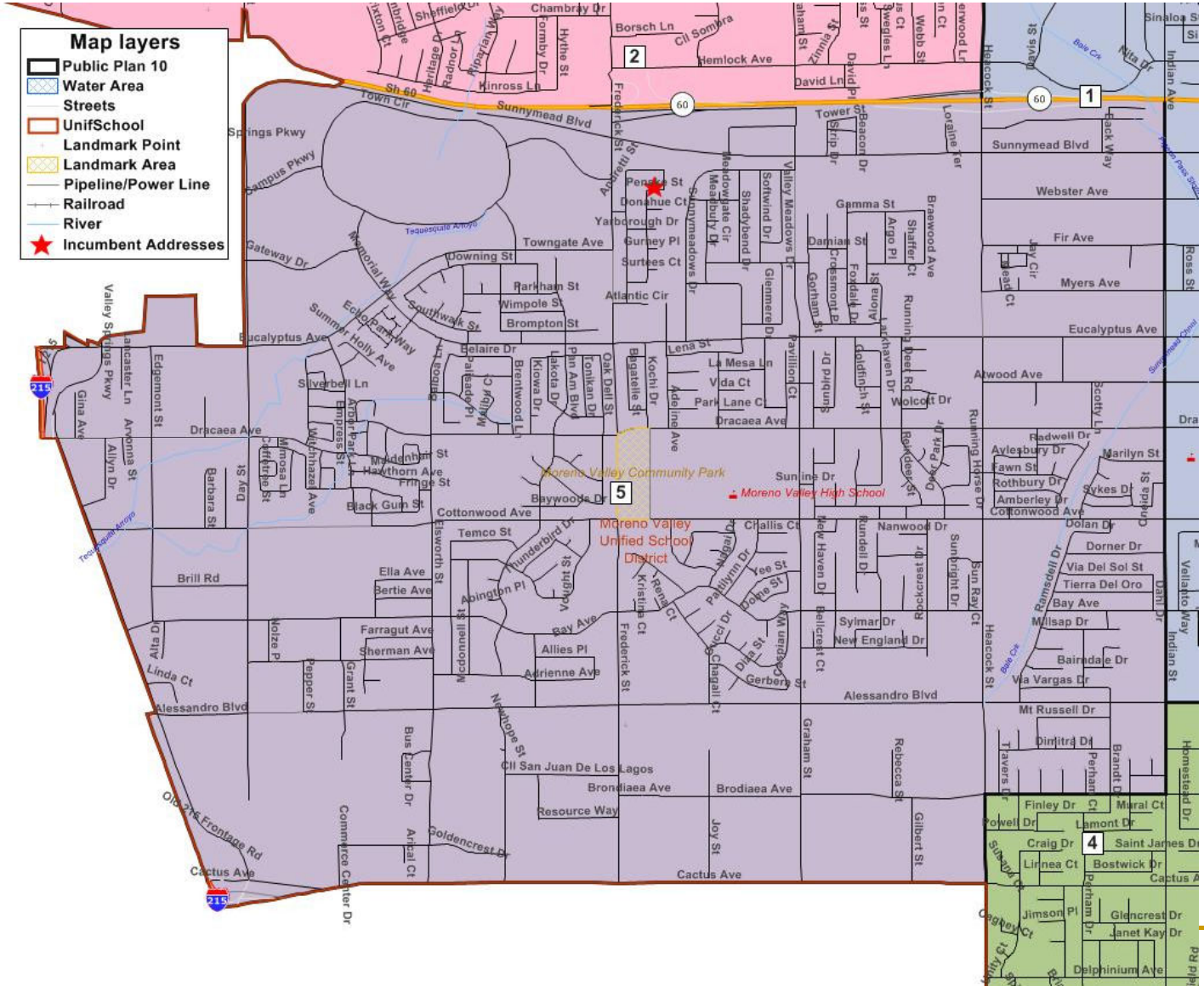
Public Plan 10 District 3 Map



Public Plan 10 District 4 Map

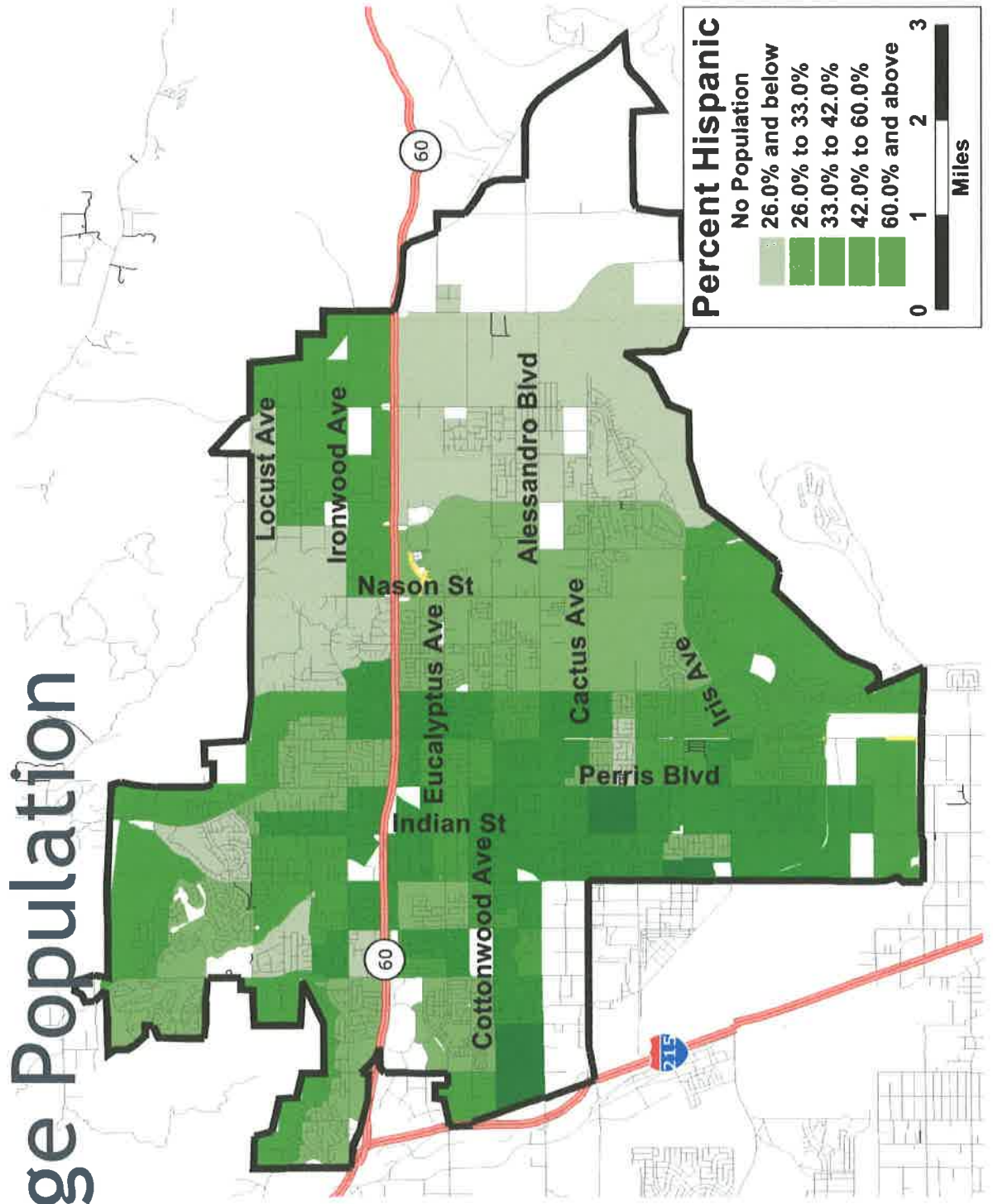


Public Plan 10 District 5 Map

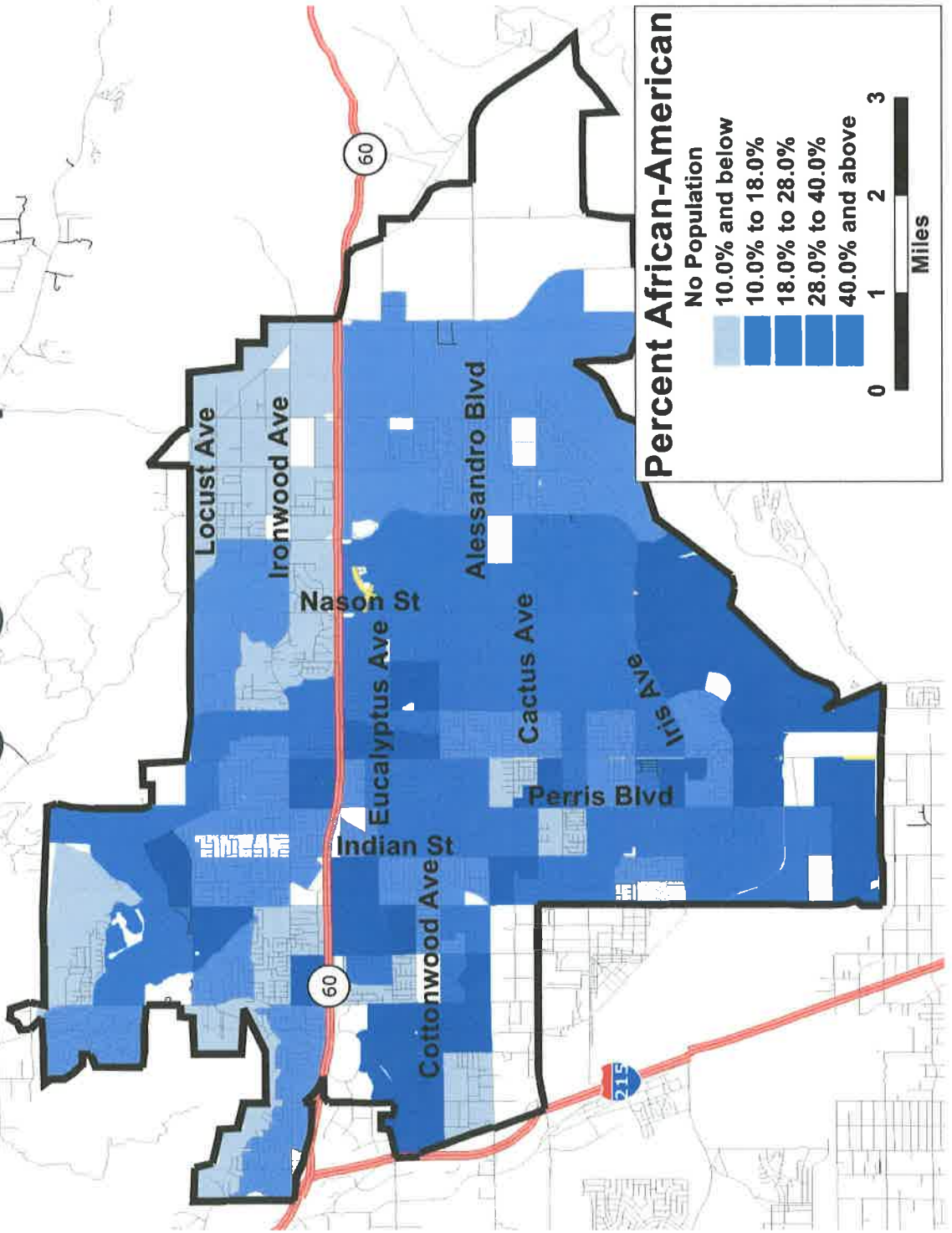


Percent Hispanic by Citizen Voting

Age Population

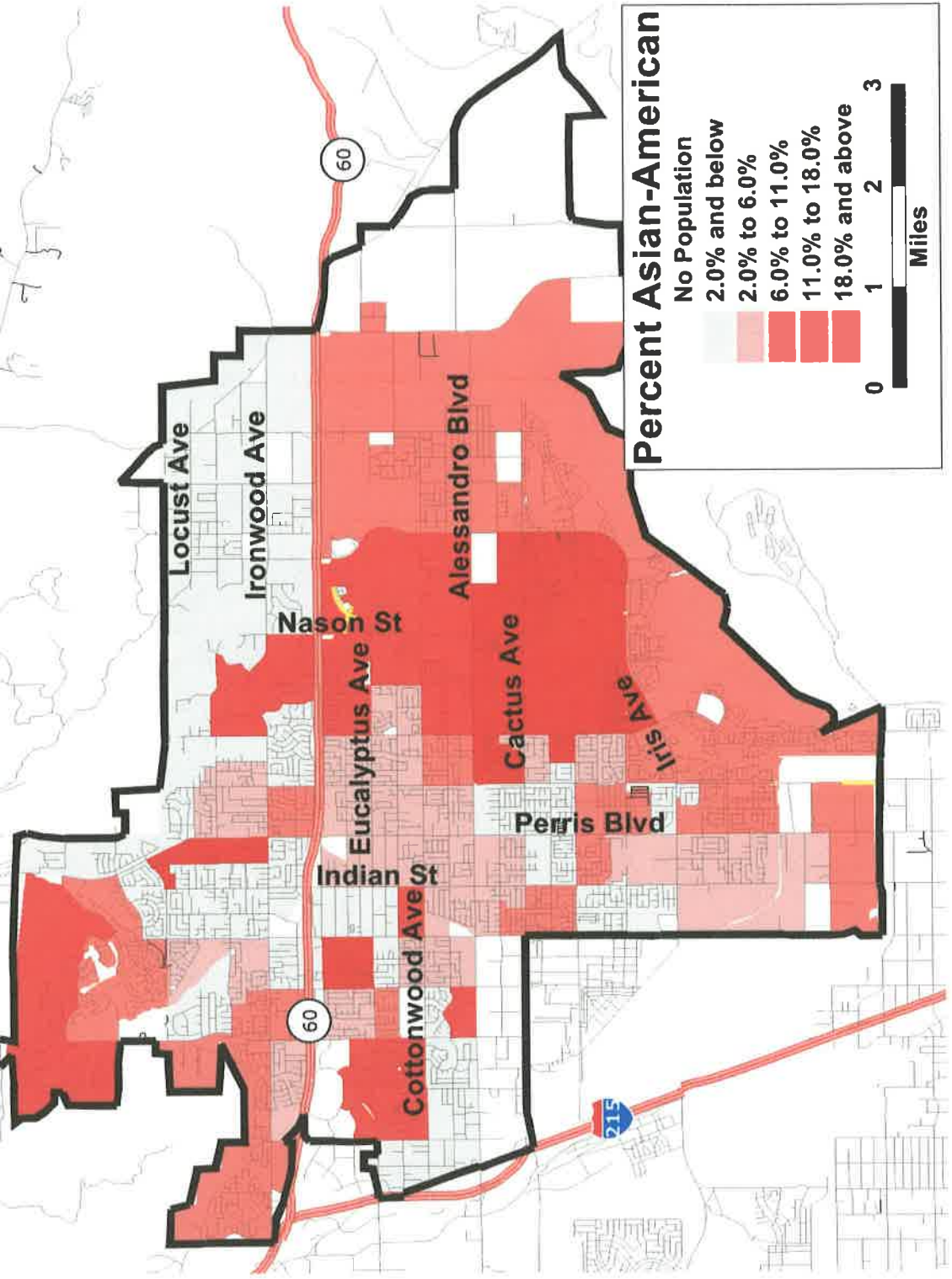


Percent African-American by Citizen Voting Age Population

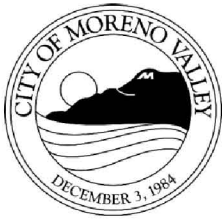


Percent Asian-American by Citizen

Voting Age Population



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

Report to City Council

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

FROM: Barry Foster, Community and Economic Development Director
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: October 25, 2011 (Continued from September 27, 2011)

TITLE: PUBLIC HEARING REGARDING ADOPTING A RESOLUTION ORDERING THE VACATION OF MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE AND TRANSFER THE PROPERTY TO REDEVELOPMENT AGENCY PROJECT NO. 08-89791725

RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the public hearing and accepting public testimony:

1. Adopt Resolution No. 2011-98 ordering the vacation of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and access rights in conformance with California Streets and Highways Code - Chapter 3: Section 8324.
2. Direct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the office of the County Recorder for recordation as required by California Streets and Highways Code - Chapter 3: Section 8325.
3. Authorize the Mayor to execute Easement Deeds to Parcel "A" of Lot Line Adjustment Number 817, and Parcel 1 of Lot Line Adjustment Number 1008 for ingress and egress along Lot B of Parcel Map 23244 (Motor Way).
4. Authorize the Mayor to execute a quitclaim deed to transfer real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment

Agency (RDA) until such time as the RDA may be able to accept said transfer deeds.

Staff recommends that the Community Redevelopment Agency:

1. Authorize the Mayor, acting in his capacity of Chairman of the Board of Directors of the Community Redevelopment Agency to execute the Acceptance Certification, which will allow the transfer of real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment Agency, at such time as the RDA has the authority to execute the acceptance of such documents.

BACKGROUND

On December 29, 1989 Parcel Map 23244 (PM 23244) was recorded by the County of Riverside. PM 23244 includes Lots "A" through "F" and 15 parcels that comprise the Auto Mall. As a part of the recordation of PM 23244, the City accepted "in fee" the public offer of dedication which references Lot "B", Motor Way, for road and public utility purposes.

On October 27, 2009, Amendment No. 5 to the Auto Mall Specific Plan (SP No. 209) was approved by the City Council. Under this Amendment, Ordinance No. 802 included modifications to the existing freeway pylon sign, various monument signs, streetscape, as well as the intention to vacate a portion of Motor Way.

On August 23, 2011, the City Council approved Resolution No. 2011-88 for the Notice of Intent to Vacate Lot "B" of PM 23244 (Motor Way between Auto Mall Drive and Eucalyptus Avenue) in accordance with the California Streets and Highways Code – Chapter 3, Sections 8320 through 8325. The Resolution provided for the following actions:

1. Set the date of the public hearing for the vacation proceeding as September 27, 2011, in the City Council Chambers, at 6:30 p.m., for all persons interested in or objecting to the proposed street vacation; and
2. Directed the City Clerk to publish and advertise the hearing notice and directed the City Engineer to post Motor Way giving notice of the time of the public hearing; and
3. Directed the City Clerk to certify said resolution and transmit a copy to the office of the County Recorder for recordation, which was sent for recordation on September 19, 2011.

On September 27, 2011, the City Council continued the public hearing for this item until October 25, 2011. In accordance with California Streets and Highways Code – Chapter 3, Sections 8320 through 8325, the vacation was re-advertised two times and Motor

Way was re-posted within the fourteen days of with the continued date for the Notice of the Public Hearing.

DISCUSSION

The Community Redevelopment Agency (RDA) has been working with the Auto Mall dealers to explore various ways to increase public awareness by creating attractive visual displays of dealer products and other aesthetic elements as described in Amendment No. 5 to SP No. 209. The intention of the modifications is to facilitate and enhance street frontage visual exposure to the traveling public along Moreno Beach Drive. Part of the Auto Mall Specific Plan is to vacate the frontage road (Motor Way) between the Auto Mall properties and Auto Mall Parkway (Moreno Beach Drive) to enhance visibility. Motor Way is unnecessary for present or prospective public use as the subject street is of no benefit to the motoring public that Auto Mall Parkway (Moreno Beach Drive) already serves, and Motor Way is not included in the Circulation Element of the City's General Plan. Although maintenance expenses attributable to Motor Way are relatively small, the vacation would eliminate the maintenance of this segment of road and the funds expended could be much better utilized on streets that are a part of the City's General Circulation Element. There are two property owners, Moss Bros. Moreno Valley Properties, LLC and Majestic Realty (also known as Auto Mall Resolution, LLC), who own the properties fronting Motor Way. Both owners have been informed of and understand the vacation of Motor Way. To maintain access to two fronting properties along Lot "B", an ingress and egress easement are required as part of the vacation process.

The City also recommends that the property be transferred from the City of Moreno Valley's ownership to the RDA's ownership via a quitclaim deed. The transfer of ownership would allow the RDA to address various issues identified in the Auto Mall's Specific Plan Amendment No. 5 previously approved by City Council. There is no fee associated with the transfer of ownership.

Staff is requesting that the City Council approve and adopt the proposed Resolution ordering the vacation of Motor Way from Auto Mall Drive to Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and public access, directing the City Clerk to certify said Resolution and transmit a copy of the Resolution to the County Recorder's Office for recording, and executing a quitclaim deed to transfer the property to the Community Redevelopment Agency when the RDA has the authority to accept such documents. Furthermore, staff is recommending the Board of Directors authorize the execution of the Acceptance Certification of the Quitclaim Deed, when the RDA has the authority to execute said document. Because of the restrictions of the California State Assembly Bill AB26 (4X), the RDA presently has no authorization to legally execute documents as well as accept transfers of property. A decision is expected from the Supreme Court within the next couple of months. As a result, the City is unable to determine if and when the RDA's authorization will be reinstated; however, Staff is requesting that City Council and the Board of Directors authorize the execution of the quitclaim deed and the Acceptance Certification once the authority for RDA to accept the transfer of property is reinstated.

ALTERNATIVES

1. Adopt Resolution No. 2011-98 ordering the vacation of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and access rights in conformance with California Streets and Highways Code - Chapter 3: Section 8324, direct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the office of the County Recorder for recordation as required by California Streets and Highways Code - Chapter 3: Section 8325, authorize the Mayor to execute Easement Deeds to Parcel "A" of Lot Line Adjustment Number 817, and Parcel 1 of Lot Line Adjustment Number 1008 for ingress and egress along Lot B of Parcel Map 23244 (Motor Way), authorize the Mayor to execute a quitclaim deed to transfer real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment Agency (RDA) until such time as the RDA may be able to accept said transfer deeds, and authorize the Mayor, acting in his capacity of Chairman of the Board of Directors of the Community Redevelopment Agency to execute the Acceptance Certification, which will allow the transfer of real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment Agency, at such time as the RDA has the authority to execute the acceptance of such documents. *Adopting the Resolution ordering the Vacation will allow the City to finish the proposed street improvements. Authorizing the execution of the Quitclaim Deed and Easement Deeds will alleviate any future title issues and liability issues for the City.*

2. Do not adopt Resolution No. 2011-98 ordering the vacation of Motor Way, between Auto Mall Drive and Eucalyptus Avenue, excepting and reserving an easement for existing public utilities and access rights in conformance with California Streets and Highways Code - Chapter 3: Section 8324, do not direct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the office of the County Recorder for recordation as required by California Streets and Highways Code - Chapter 3: Section 8325, do not authorize the Mayor to execute Easement Deeds to Parcel "A" of Lot Line Adjustment Number 817, and Parcel 1 of Lot Line Adjustment Number 1008 for ingress and egress along Lot B of Parcel Map 23244 (Motor Way), do not authorize the Mayor to execute a quitclaim deed to transfer real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment Agency (RDA) until such time as the RDA may be able to accept said transfer deeds, and do not authorize the Mayor, acting in his capacity of Chairman of the Board of Directors of the Community Redevelopment Agency to execute the Acceptance Certification, which will allow the transfer of real property known as Motor Way between Auto Mall Drive and Eucalyptus Avenue from the City of Moreno Valley, a Municipal Corporation, to the Community Redevelopment Agency, at such time as the RDA has the authority to execute the acceptance of such documents. *Not adopting the Resolution ordering the Vacation will not allow the City to finish the proposed*

street improvements along Motor Way and will cause the City to continue maintenance of the street. Not authorizing the execution of the Quitclaim Deed and Easement Deeds may cause future title issues and liability issues for the City.

FISCAL IMPACT

There is a minor cost for the noticing and posting requirements for a public hearing associated with adopting the Resolution ordering the street vacation. There will be a transfer of land ownership between the City and the RDA but no financial transaction between the entities.

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

Staff is requesting that the City Council approve and adopt the proposed Resolution ordering the vacation of Motor Way from Auto Mall Drive to Eucalyptus Avenue as continued from September 27, 2011, excepting and reserving an easement for existing public utilities and public access, directing the City Clerk to certify said Resolution and transmit a copy of the Resolution to the County Recorder's Office for recording, and executing a quitclaim deed to transfer the property to the Community Redevelopment Agency at such time as the RDA is able to accept the transfer of property. Furthermore, staff is recommending the Board of Directors authorize the execution of the Acceptance Certification of the Quitclaim Deed at such time as the RDA has the authority to execute said document.

NOTIFICATION

Notice of the vacation has been given to various utility agencies. The public has been notified of the vacation by publication of agenda, posting at the site, and City Clerk publication in the newspaper. The newspaper advertisement and posting of the site were reposted with the continued date of the public hearing per the California Streets and Highways Code – Chapter 3, Sections 8320 through 8325.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – "Lot B Exhibit"
- Attachment "C" – Proposed Resolution

- Attachment "D" – Quitclaim Deed
- Attachment "E" – Acceptance Certification
- Attachment "F" – Easement Deed for Parcel "A" of LLA 817
- Attachment "G" – Easement Deed for Parcel 1 of LLA 1008

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

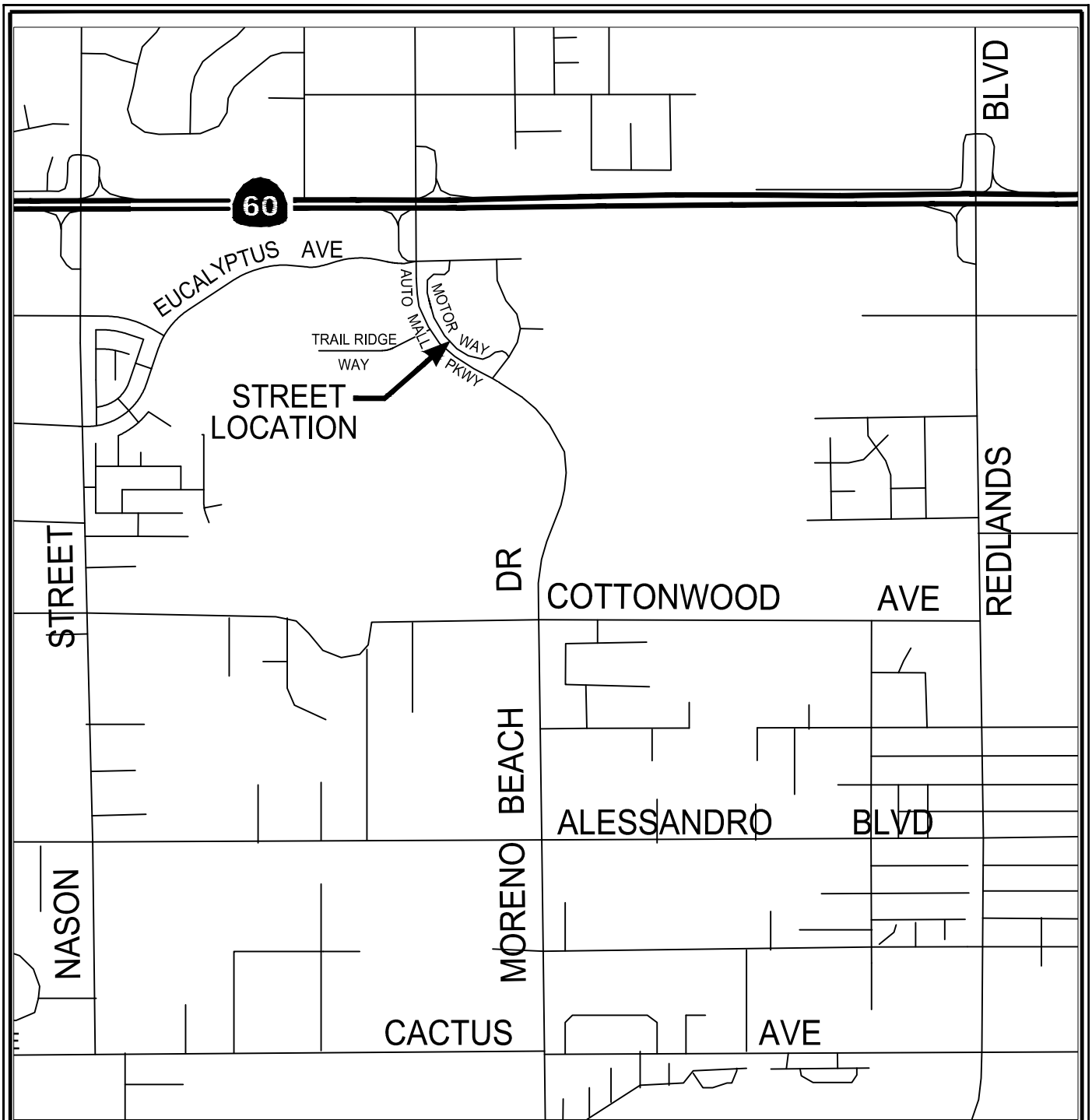
Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

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

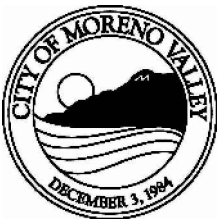
Concurred By:
 Barry Foster
 Community and Economic Development
 Director

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

W:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\CC Reports\Street Improvements\Street Vacation\Full Vacation for Motor Way and Transfer of Property 10-25-11 - Final.docx



LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

PROJECT NO. 08-89791725
MORENO VALLEY AUTO MALL
IMPROVEMENTS

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RESOLUTION NO. 2011-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE VACATION OF MOTOR WAY BETWEEN AUTO MALL DRIVE AND EUCALYPTUS AVENUE

WHEREAS, the City Council, on August 23, 2011, adopted Resolution No. 2011-88 declaring its intention to order the vacation of Motor Way between Auto Mall Drive and Eucalyptus Avenue, more particularly described in said Resolution No. 2011-88 on file with the City Clerk's office, and set a public hearing for September 27, 2011, which was continued to October 25, 2011, at 6:30 p.m., as the time for all persons interested in or objecting to the proposed vacation; and

WHEREAS, this public hearing was duly noticed and held as required by law; and

WHEREAS, the public right-of-way proposed to be vacated was duly posted as provided by law; and

WHEREAS, there are existing public facilities and services in the area to be vacated, therefore reserving to the City an easement for public facilities and services; and

WHEREAS, the Council finds such public right-of-way is unnecessary for the following reasons:

1. The subject right-of-way is unnecessary for present and prospective public use.
2. The subject right-of-way is not needed as a non-motorized transportation facility.

3. The proposed vacation is consistent with the City of Moreno Valley Municipal Code and General Plan and it complies with the requirements for street vacations as cited in the California Streets and Highways Code Sections 8312 & 8324.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the public right-of-way described as Lot B of Parcel Map 23244, as recorded and on file with the Riverside County Recorder's Office, be vacated.

BE IT FURTHER RESOLVED THAT the City is reserving unto itself an easement for public utilities and public facilities purposes.

BE IT FURTHER RESOLVED THAT the City is reserving ingress and egress access easements to Parcel A of Lot Line Adjustment Number 817 and Parcel 1 of Lot Line Adjustment Number 1008 along Lot B of Parcel Map 23244.

BE IT FURTHER RESOLVED THAT the City Clerk shall cause a certified copy of this order to be recorded by the Riverside County Recorder.

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2

Resolution No. 2011-_____
Adopted Date: October 25, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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

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Recording requested by and when recorded, mail to:
City of Moreno Valley
City Clerk
14177 Frederick Street
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N.

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the

City of Moreno Valley, a Municipal Corporation

hereby remises, releases and quitclaims to the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, the real property in the City of Moreno Valley, County of Riverside, State of California, as described:

Lot B of Parcel Map 23244 and as illustrated on the plat attached hereto and marked Exhibit "A".

Reserving therefrom, to said City of Moreno Valley an easement for public utilities and public facilities over, under, across and within the above described parcels of land.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2011.

STATE OF CALIFORNIA
County of Riverside

On _____ before me, _____
the undersigned. A Notary Public in and for said State, personally
appeared _____

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. 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 _____

GRANTOR:

City of Moreno Valley

By: _____

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TOTAL GROSS AREA - 70.27 ACRES

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP 23244

BEING A DIVISION OF A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 10, T. 3S., R. 3W., S. 8. B. M. AND THE NORTHEAST ONE-QUARTER OF SECTION 3 AND THE NORTHEAST ONE-QUARTER OF SECTION 10, T. 3S., R. 3W., S. 8. B. M.



NO.	ACRES	AREA	PERCENTAGE
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3	1.0000	1.0000	1.42
4	1.0000	1.0000	1.42
5	1.0000	1.0000	1.42
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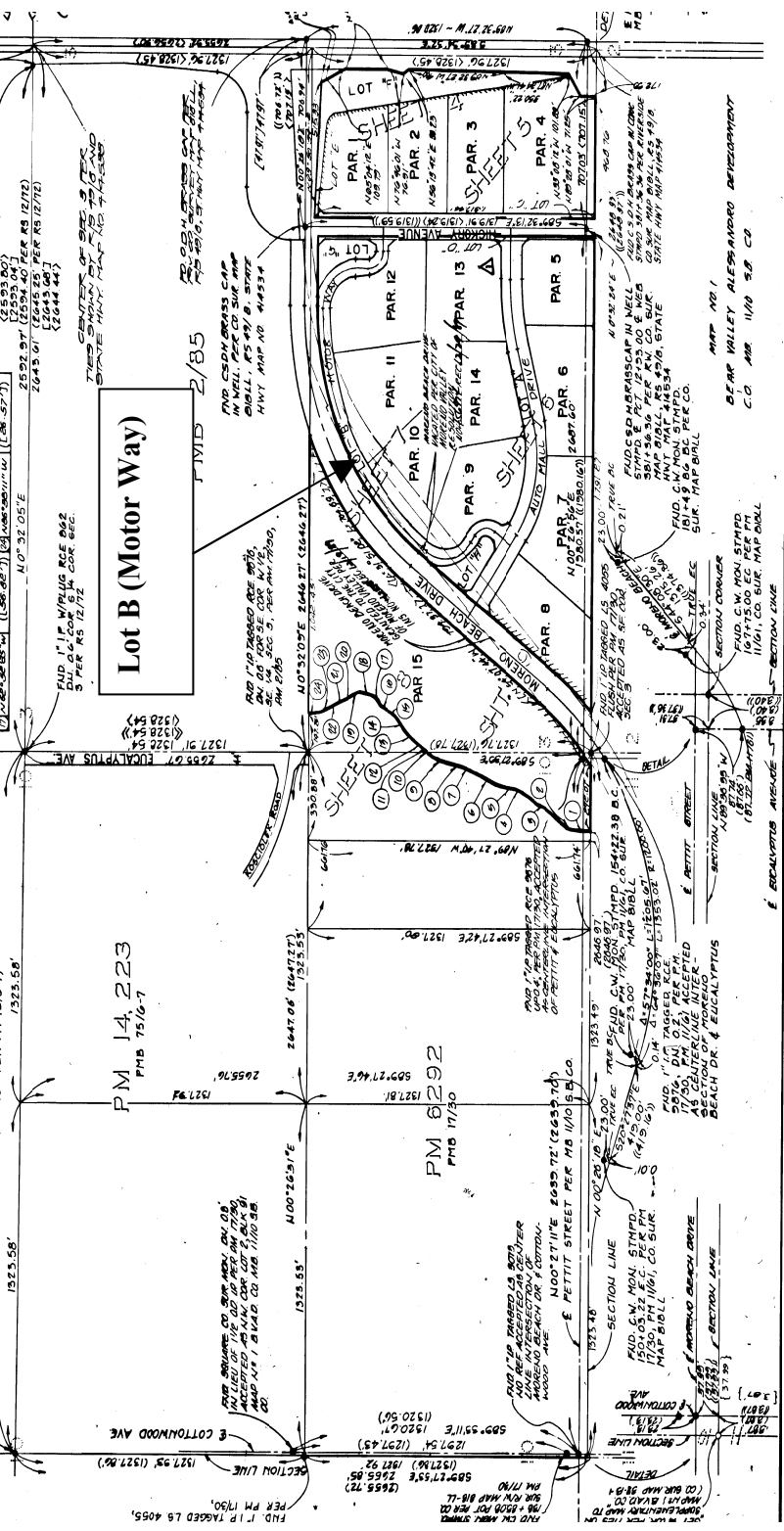


EXHIBIT "B"

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ACCEPTANCE CERTIFICATION

This is to certify that the interest in real property conveyed by the deed or grant dated September 27, 2011 from City of Moreno Valley to the Moreno Valley Community Redevelopment Agency, State of California, in the form attached hereto, is hereby accepted, subject to completion of Conditions of Resolution 2011-___, by the order of the Board of Directors of the Moreno Valley Redevelopment Agency, pursuant to authority so ordered on September 27, 2011, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

By: _____
Richard A. Stewart, Chairman of the Board of Directors of the
Community Redevelopment Agency of the City of Moreno Valley

State of California

County of _____ }

On _____ before me, _____, A Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

Attachment "E"

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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. ____ - ____ - ____

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF MORENO VALLEY, a municipal corporation,

GRANTOR(S) hereby grant(s) and convey(s) to the AUTO MALL RESOLUTION, LLC, an easement for ingress and egress access purposes to Parcel "A" of Lot Line Adjustment Number 817 in and over the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Lot "B" of Parcel Map 23244 between Lot "A" (also know as Auto Mall Drive) and the prolongation of the northerly property line of Parcel "A" of Lot Line Adjustment Number 817 and illustrated on the plat attached hereto and marked ***Exhibit "A"*** attached hereto.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2011.

By: _____
Grantor Date

By: _____
Grantor Date

STATE OF CALIFORNIA)
County of _____)ss.

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public -607-

Attachment "E"
Place Notary **Item No. E.2**

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LOT LINE ADJUSTMENT 817

OF A PORTION OF PARCELS 10, 11, 12 AND 13 OF PARCEL MAP 23244
ON FILE IN BOOK 161 OF PARCEL MAPS AT PAGES 16 THROUGH 24,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

JUNE 1990

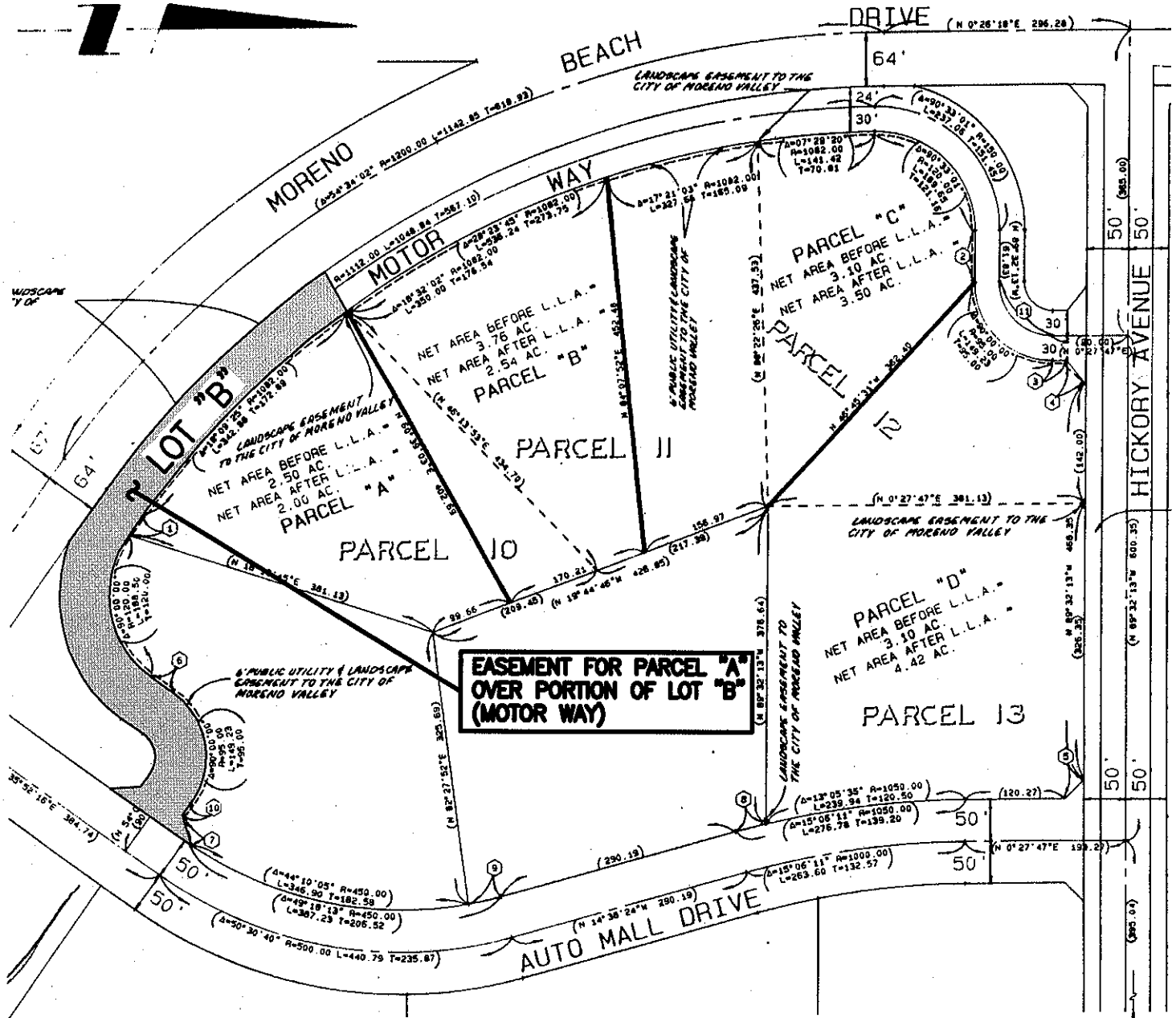


EXHIBIT "A"

NTS

INSTRUMENT No 302152

Item No. E.2

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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. ____ - ____ - ____

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF MORENO VALLEY, a municipal corporation,

GRANTOR(S) hereby grant(s) and convey(s) to the MOSS BROS. MORENO VALLEY PROPERTIES, LLC, an easement for ingress and egress access purposes to Parcel 1 of Lot Line Adjustment 1008 in and over the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

Lot "B" of Parcel Map 23244 between Eucalyptus Avenue (Hickory Avenue) and the prolongation of the southerly property line of Parcel 1 of Lot Line Adjustment 1008 and illustrated on the plat attached hereto and marked ***Exhibit "A"*** attached hereto.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2011.

By: _____
Grantor Date

By: _____
Grantor Date

STATE OF CALIFORNIA)
County of _____)ss.

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

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

WITNESS my hand and official seal.

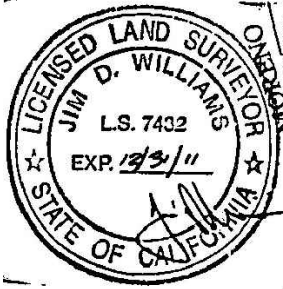
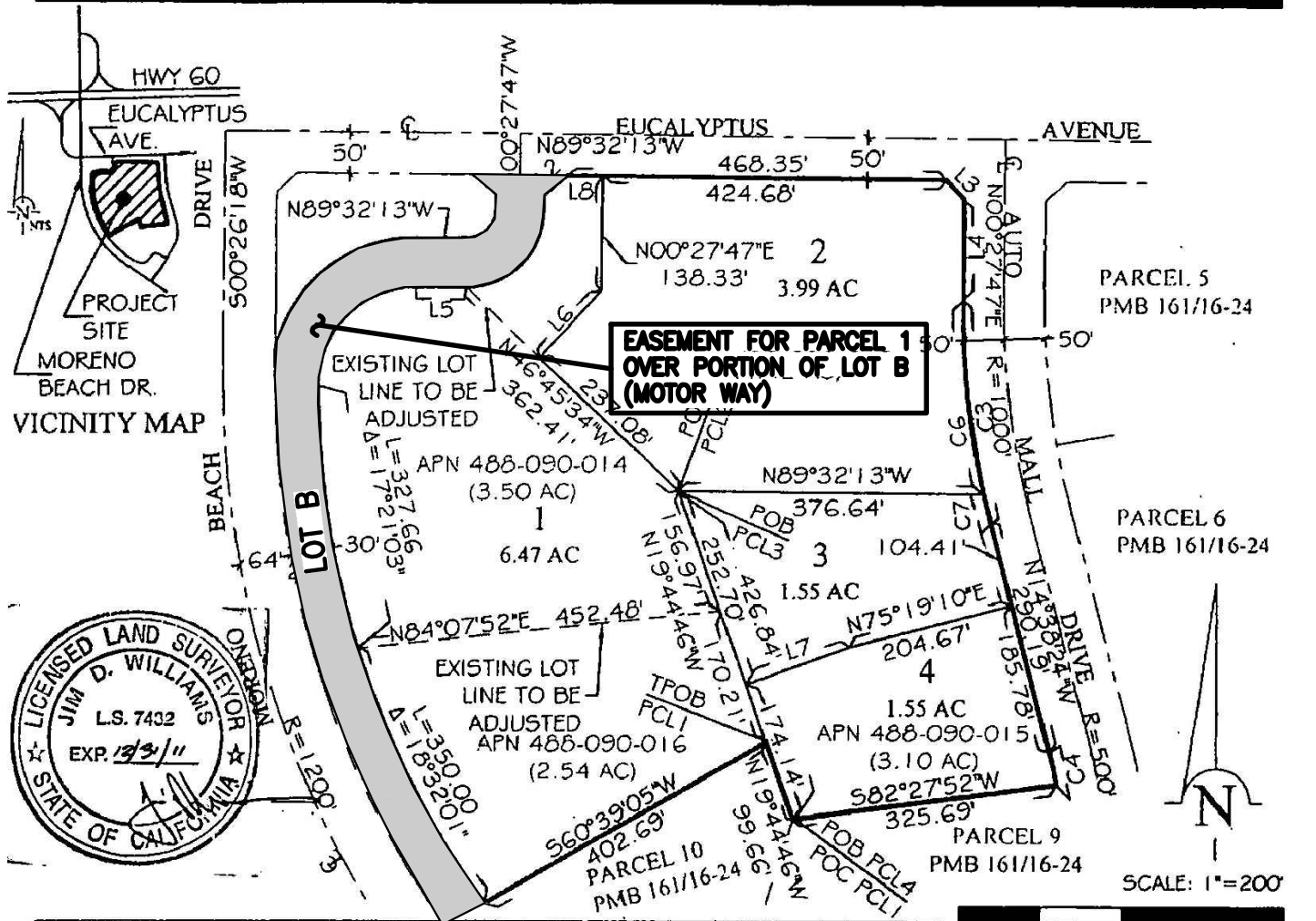
Signature _____
Signature of Notary Public -611-

Attachment "G"
Place Notary **Item No. E.2**

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EXHIBIT "A"

LOT LINE ADJUSTMENT No. 1008/ AND CERTIFICATE OF COMPLIANCE



	L	R	Δ	T		L	B
C1	189.65'	120.00'	90°33'04"	121.16'	L1	17.00'	N00°27'47"E
C2	149.23'	95.00'	90°00'00"	95.00'	L2	37.01'	N52°02'25"E
C3	276.78'	1050.00'	15°06'11"	139.20'	L3	32.53'	S44°32'13"E
C4	40.33'	450.00'	05°08'08"	20.18'	L4	120.27'	S00°27'47"W
C5	677.66'	1082.00'	35°53'04"	350.36'	L5	61.83'	N89°32'13"W
C6	239.94'	1050.00'	13°05'35"	120.50'	L6	111.43'	N43°14'26"E
C7	36.84'	1050.00'	02°00'36"	18.42'	L7	136.37'	N70°14'02"E
					L8	43.67'	S89°32'13"E



OWNERS:
APN 488-090-014,016
 PARCEL 1 & 2
 JB & RB REALTY, LLC
 PO BOX 1770,
 POMONA, CA 91769
 (818) 601-1802
 ATTN: JOHN BOULIANNE

APN 488-090-013,015
 PARCEL 3 & 4
 DJK, LLC
 12625 AUTO MALL DRIVE,
 MORENO VALLEY, CA 92555
 (951) 485-3500
 ATTN: DONALD J. ALLARD

PREPARED BY:



• land planning
 • civil engineering
 • landscape architecture

phone 909.748.7777
 fax 909.748.7776

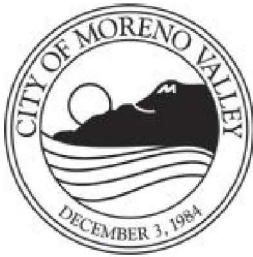
thatcher engineering & associates, inc.
 1461 ford street, suite 105, redlands, ca 92373

LEGEND:

- PROPOSED LOT LINES
- EXISTING BOUNDARY
- - EXISTING LOT LINES
- () AREA BEFORE ADJUSTMENT
- POB POINT OF BEGINNING
- PCL PARCEL
- POC POINT OF COMMENCEMENT

V:\CapProj\CapProj\PROJECTS\Guy - 08-89791725 - Auto Mall Street Upgrades\Design Phase\Auto CAD\Exhibit 'A', PM 23244, LLA 1008.dwg

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

Report to City Council

TO: Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD")

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

AGENDA DATE: October 25, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR OMP DEV CACTUS—APN 297-150-055 BALLOTING FOR CSD ZONE M

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board") accept public comments regarding the mail ballot proceeding for OMP Dev Cactus—Assessor Parcel Number (APN) 297-150-055 for approval of an increase in the annual charge for the CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) program.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial, and multifamily developments be conditioned to fund the maintenance of arterial medians.

OMP Dev Cactus (APN 297-150-055), ("Property Owner") has a Condition of Approval that requires them to provide a funding source for the maintenance of a future Cactus Avenue median. The median will be constructed on Cactus from the westerly property line to

Frederick Street. In October 2007, the Property Owner approved a Zone M ballot charge of \$5,895/year which was to cover landscape maintenance of 6,300 square feet of landscaping in two medians separated by a turn pocket, which had a combined length of 660 feet.

Since that time, the design of the median has changed to a continuous median, increasing the area to be maintained under the Zone M program by 54%. In addition, maintenance and utility costs to operate the program have increased. To ensure that the maintenance charge collected is sufficient to cover the expenses, the Property Owner is being balloted for an increase in their parcel charge for the recalculated Zone M charge estimate of \$19,915.71/year for 9,750 square feet of median landscaping.

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 the option to approve or oppose the increase in the annual charge for the CSD Zone M program. The Property Owner has been given two opportunities to address the legislative body. These two opportunities are the Public Meeting on October 25, 2011 and the Public Hearing on November 8, 2011, when the results of the ballot proceeding will be announced.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

The CSD Zone M annual charge is estimated based on the parcel's front linear footage to the proposed Cactus Ave. median. Upon approval of the increase in the charge, the CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as construction of the Cactus Ave. median begins. The CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceeding for OMP Dev Cactus for approval of the increase in the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *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 OMP Dev Cactus for approval of the increase in the annual charge for CSD Zone M (Commercial,

Industrial, and Multifamily Improved Median Maintenance). *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 proposed CSD Zone M charge for OMP Dev Cactus—APN 297-150-055 (and any division thereof) is \$19,915.71. Beginning in FY 2012/13, the CSD Zone M charge 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.

There is no impact on the General Fund for medians constructed as a condition of development. The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The collection of the CSD Zone M annual charges is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness

The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation

The CSD Zone M annual charge provides funding for program costs, which include maintenance and administration.

SUMMARY

The action before the CSD Board is to accept public comments regarding the mail ballot proceeding for OMP Dev Cactus.

NOTIFICATION

The Property Owner 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, Zone M 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 October 25, 2011, Public Meeting and November 8, 2011, Public Hearing was published in The Press-Enterprise on October 6, 2011. Additionally, the Public Hearing notification was published on October 20 and will be published again on October 27, 2011.

ATTACHMENTS

Attachment 1: OMP Dev Cactus mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

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

Concurred by:
Candace E. Cassel,
Special Districts Division 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\Zone MPA08-0072 Concourse at Centerpointe\Stfrpt PM 10 25 11.doc

OMP Dev Cactus
19300 South Hamilton Ave, No. 200
Gardena, CA 90248

September 12, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) ANNUAL CHARGE FOR APN 297-150-055

******* OFFICIAL BALLOT ENCLOSED *******
Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November 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. The property owner of Assessor Parcel Number (APN) 297-150-055 balloted and approved the Zone M charge in October 2007. The original Zone M charge was calculated based on 6,300 square feet of landscaping in the proposed median. Current median landscape plans reflect an increase in the median footprint resulting in an increase of 54% of additional landscaped area. In addition to the increased square footage, the City has seen considerable increases in maintenance and utility costs since the original maintenance charge was calculated. To ensure that the annual maintenance charge collected is sufficient to cover the annual expenses for the Cactus Ave. median the Zone M charge has been recalculated. 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 APN 297-150-055 the opportunity to express support or opposition for approval of an increase in the annual charge for the CSD Zone M program.

Background

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: trimming, pruning, fertilizing, replacing plant material(s) as necessary, litter removal, weed control, maintenance of the irrigation system, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

ATTACHMENT 1

How is the Amount of the Charge Determined?

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 297-150-055 is subdivided. The charge levied shall not exceed the charge approved by the property owners.

Current Charge

The current CSD Zone M charge for FY 2011/12 is \$6,089.36. The total amount of the CSD Zone M charges levied for FY 2011/12 for the program as a whole is \$156,303.84.

Proposed Charge

To meet current projected costs, the Zone M charge is proposed to be adjusted to \$19,915.71.

Annual Adjustment

Beginning in FY 2012/13, the CSD Zone M charge 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

The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as construction of the Cactus Ave. median begins. The CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To allow for public comment on this mail ballot proceeding the CSD Board 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, October 25, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, November 8, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Approval of the Increase in the Charge is Approved

Approval of an increase in the annual charge will be confirmed if the ballot is marked in favor of the charge.

Effect if Approval of the Increase in the Charge is Not Approved

If the ballot is not marked in favor of the CSD Zone M annual charge, then the existing Zone M charge will not cover the annual maintenance expenses, which will result in noncompliance of the Conditions of Approval.

For More Information

If you have any questions about the increase in the annual charge 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 increase in the 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 increase in the annual charge **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Any ballot received without a signature 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 your ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, November 8, 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.**

Concourse at Centerpointe

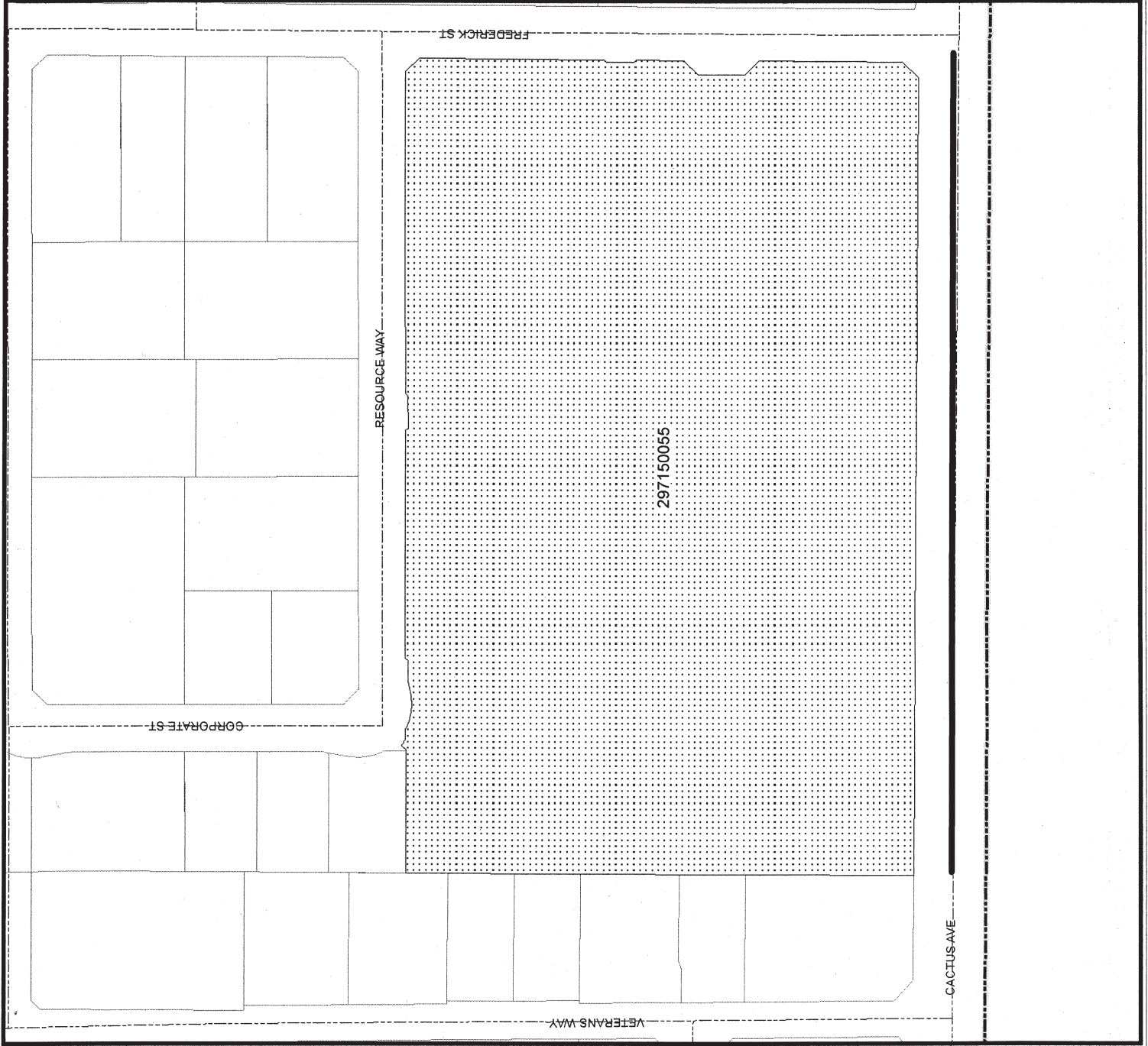
-  Median
-  Landscaped Areas
-  297-150-055
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 8, 2011.



G:\WP\SDA\PA08-0072 OMP.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 recycled or resold.



**OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 297-150-055**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 297-150-055 (and any division thereof), **I approve** the increase in the annual charge for Zone M services of \$13,826.35. The increase will adjust the approved annual charge from \$6,089.36 to \$19,915.71 for fiscal year (FY) 2011/12. Beginning FY 2012/13, the annual CSD Zone M charge 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 CSD Zone M annual charge shall be assessed on the Riverside County property tax bill as construction begins for the Cactus Ave. median. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 297-150-055, **I do not approve** increase in the annual charge for Zone M services of \$13,826.35. I understand that the existing Zone M charge is insufficient to cover the annual maintenance expenses for the proposed Cactus Ave. median. Not providing adequate funding for the Cactus Ave. median will result in noncompliance of the Conditions of Approval.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
297-150-055 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$19,915.71

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on November 8, 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.

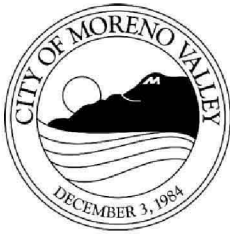
PROPERTY OWNER SIGNATURE

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

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

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief
Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: October 25, 2011

TITLE: AUTHORIZE THE DESIGN AND CONSTRUCTION OF A NEW EMERGENCY GENERATOR FOR THE EMERGENCY OPERATIONS CENTER FAMILY CARE CENTER AND UPGRADE THE FUEL TANK AT THE EXISTING GENERATOR
PROJECT NO. 11-24024011

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the design and construction of a new Emergency Generator for the Emergency Operations Center (EOC) Family Care Center at the Conference and Recreation Center (CRC) and upgrade the fuel tank at the existing generator per the "Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings" by TMAD Taylor & Gaines (TTG).

ADVISORY BOARD/COMMISSION RECOMMENDATION

At the September 26, 2011 meeting, the Public Safety Subcommittee's recommended that constructing the Emergency Generator for the EOC Family Care Center at the CRC and upgrading the fuel tank at the existing generator is the preferred solution. Staff was directed to bring this issue forward to the City Council for approval.

BACKGROUND

On December 14, 2010, City Council authorized the acceptance of the FY 2010 Emergency Operations Center Grant in the amount of \$400,000. City Council also approved the expenditure of the FY10 Emergency Operations Center Grant for the Generator Project, EOC Workstation/Peripheral Project, GIS Equipment Project, Traffic Management Display Wall Project, and WebEOC/Security Display Project. The portion

of the grant awarded for the EOC Family Care Center Generator project expenditure is \$230,000. The City's Conference and Recreation Center is designated as the EOC Family Care Center. The deadline to utilize grant fund for the emergency generator is August 2013.

On June 6, 2011, the City retained TMAD Taylor & Gaines (TTG) to provide Professional Consultant Services for the EOC Family Care Center Emergency Generator Analysis and Study. The final Analysis and Study with recommendations was presented to the Public Safety Subcommittee at its meeting on September 26, 2011.

DISCUSSION

The Emergency Operations Center Grant is a grant program authorized by section 614 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §5196c) as amended by the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53). Funds for the FY10 EOC Grant Program are appropriated under the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83). The grant is for the City to complete several proposed EOC equipment projects. The portion of the FY 2010 Emergency Operations Center Grant for the EOC Family Care Center Generator in the amount of \$230,000 will be utilized in planning, design and construction of a new generator.

Based on the Analysis and Study, the existing 800 kW emergency stand-by generator provides emergency power to the City Hall building, the Public Safety building (PSB), and the Emergency Operation Center building (EOC). The Conference and Recreation Center (CRC), which is designated as the future EOC Family Care Center, is currently not connected to the existing generator. The existing emergency stand-by generator is found to be functioning at 34 percent of its full load capacity. With its spare capacity, the existing generator is adequate to accommodate the total of all civic center buildings emergency back-up power circuitry load of 530 kW if it is linked to the Conference and Recreation Center. However the circuitry to link the existing generator to the CRC is very costly and significantly exceeds the grant amount.

The Public Safety Subcommittee's also had concerns with the sole reliance on the existing decade old generator to power up all the civic center buildings. The Analysis and Study proposes a solution to install a new 700kW generator with an above-ground 5,000 gallon tank dedicated to CRC building. This solution is recommended to initially provide emergency generator to the Family Care Center at the CRC Building. In the future, the proposed 700kW generator at CRC building can be connected and served as a redundant backup for the existing generator when funding becomes available. During the design, alternate fuel options for the proposed generator will be considered in terms of cost, regulation, feasibility, and grant fulfillment time constraints.

The Analysis and Study also identified the existing sub-base fuel tank for the existing generator has a capacity of 500 gallons, which will only sustain the generator system at full capacity for 8 hours. Since the system is used under EOC category, the minimum running time required, at full capacity is 96 hours based on National Fire Prevention

Association (NFPA) Code 110-5.1.2. The existing generator requires fuel tank upgrade to a 5000 gallon tank to meet the running time requirement. Again due to budgetary constraints, the Public Safety Subcommittee’s recommends that the tank upgrade be considered as an additive bid alternate for construction if favorable bids are received.

Staff recommends that the City Council concur with the Public Safety Subcommittee’s recommendations and authorize the design and construction of a new generator at the CRC building and upgrade the fuel tank at the existing generator as an additive construction bid item. The deadline to utilize grant funds for the emergency generator is August 2013.

ALTERNATIVES

1. Authorize the design and construction of a new Emergency Generator for the Emergency Operations Center (EOC) Family Care Center at the Conference and Recreation Center (CRC) and upgrade the fuel tank at the existing generator per the “Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings” by TMAD Taylor & Gaines (TTG). *This alternative would facilitate the construction of needed facilities.*

2. Do not authorize the design and construction of a new Emergency Generator for the Emergency Operations Center (EOC) Family Care Center at the Conference and Recreation Center (CRC) and upgrade the fuel tank at the existing generator per the “Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings” by TMAD Taylor & Gaines (TTG). *This alternative would delay the construction of needed facilities.*

FISCAL IMPACT

The available portion of the FY 2010 Emergency Operations Center Grant Fund (Fund 240) for the EOC Family Care Center Generator after planning phase is \$180,000. Due to the favorable bidding environment and the efficiencies of staff managing the projects associated with the Public Safety Building Conversion, there is a savings of \$470,000 (2005 Lease Revenue Bond Fund 501) that could be utilized to supplement this generator project resulting in total available funding of \$650,000. The preliminary estimated project cost (including construction costs and soft costs) for a new 700kW generator with a 5,000 gallon tank at the CRC building is \$635,000. The additional project cost to install a 5,000 gallon tank at the existing generator is \$141,500. The current estimated total project cost is \$776,000 resulting in a current funding deficit of \$126,500. Once bids are received, City Council will have the opportunity to fund the entire project or just the Base Bid, which is the generator and the tank at the CRC only.

Fiscal Year 2011 / 2012 Available Budget:

FY 10 EOC Grant Funds – Operating Budget (Account No. 240.24011)	\$180,000
Public Safety Building Conversion Phase I (Account No. 501.82327).....	\$470,000
Total Available Budget.....	\$650,000

ESTIMATED DESIGN AND CONSTRUCTION RELATED COSTS:

Project Design	\$65,000
Construction Cost	\$529,000
Construction Administration *	\$56,000
Total Estimated Design and Construction Related Costs	\$650,000

* Public Works and consultant staff will provide Project Administration.

ANTICIPATED PROJECT SCHEDULE:

Complete Design	July 2012
Start Construction	November 2012
Generator Commission	May 2013
Grant Requirements Fulfilled.....	August 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

Staff recommends that the City Council authorize the design and construction of a new Emergency Generator for the Emergency Operations Center (EOC) Family Care Center at the Conference and Recreation Center (CRC) and upgrade the fuel tank at the existing generator per the “Analysis and Study for the Existing and Proposed Generator for Civic Center Buildings” by TMAD Taylor & Gaines (TTG).

ATTACHMENTS

Attachment “A” - Analysis and Study Report Power Point Presentation for the Existing and Proposed Generator for Civic Center Buildings

Prepared By:
Henry Ngo
Senior Engineer, P.E,

Prepared By:
LeAnn Coletta, CEM
Office of Emergency Management and Volunteer
Services
Program Manager

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

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

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:

Y:\Henry - 11-24024011 - EOC FCC Generator\CC Reports\Staff Report for EOC Family Care Center Generator 10-25-11 Revised.doc

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ATTACHMENT "A"

CITY OF MORENO VALLEY

OFFICE OF EMERGENCY MANAGEMENT AND VOLUNTEER SERVICES
AND PUBLIC WORKS DEPARTMENT

ANALYSIS AND STUDY REPORT FOR THE EXISTING AND
PROPOSED GENERATOR FOR CIVIC CENTER BUILDINGS



a presentation by
TMAD TAYLOR & GAINES

INTRODUCTION

- THE STUDY WAS PERFORMED FOR THE FOLLOWING REASONS:
 - To assess the present condition and operating efficiencies of the existing emergency generator system.
 - Develop a need-based analysis for additional load for each of the existing buildings.
 - Develop a power usage summary by each building.
 - Analyze available generator spare capacity and based on the proposed additional loads by building.
 - Examine the addition of a new emergency generator.
 - Examine potential trenching location and feeder routing on site.
 - Examine potential of adding CRC Building to the emergency system.
 - Examine the provision of a redundant system.
 - Provide an order of magnitude cost estimate.
 - And to provide a constructive vehicle to guide the City's decision making process.

ASSESSMENT

- EXISTING 800 KW STANDBY EMERGENCY GENERATOR SYSTEM
 - Provides emergency power backup for City Hall, Public Safety Building, and emergency Operation Center.
 - Good operating condition.
 - Operating at 34% of its full capacity.
 - Existing sub base tank of 500 gallons is inadequate for its current use serving an EOC facility and requires upgrade to 5000 gallons per NFPA 110.5.1.2.
 - Have spare capacity (66%) to add more load.

- EXISTING BUILDING EMERGENCY SYSTEM NEEDS
 - CRC will need emergency power backup for its total building
 - City Hall has no need for additional emergency load.
 - PSB has no need for additional emergency load.
 - EOC has no need for additional emergency load.

ASSESSMENT...cont

- PROJECT TIMELINE

- The grant funding will expire August 2013. All the design, construction and grant reimbursement invoicing must be completed by August 2013 . To meet this deadline, the proposed schedules should be considered:

Start Design	November 2011
Design Complete	April 2012
Final Approval	June 2012
Bid Announcement	July 2012
Bid	August 2012
Award Bid	October 2012
Start Construction	November 2012
Final Completion	June 2013
Turnover to City	May 2013
Funding Expires	August 2013

FACILITY MAP



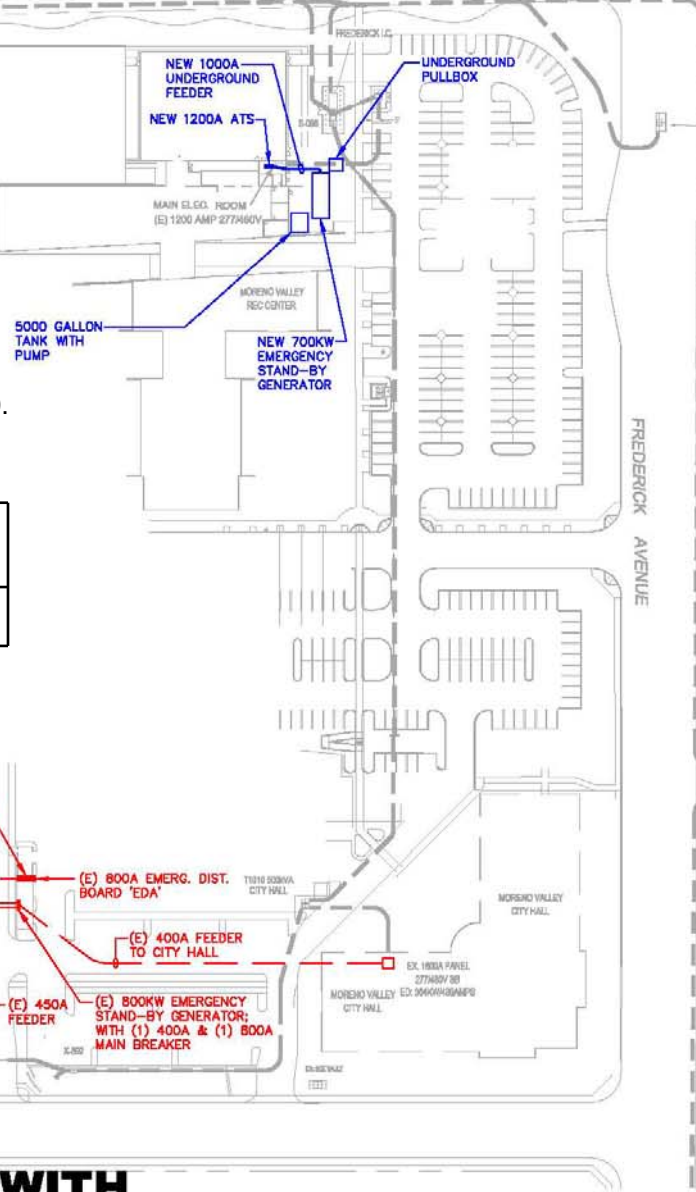
PROPOSED SOLUTIONS

- **SCENARIO 1:** NEW 700 KW DIESEL GENERATOR SET TO SERVE CRC BUILDING
- **SCENARIO 2:** NEW 700 KW DIESEL GENERATOR SET TO SERVE CRC BUILDING AND NEW 5000 GALLON TANK FOR EXISTING 800 KW GENERATOR
- **SCENARIO 3:** EXISTING 800 KW DIESEL GENERATOR SET TO FEED CRC BUILDING AND A NEW 5000 GALLON TANK
- **SCENARIO 4:** 700 KW REDUNDANT NEW BACKUP DIESEL GENERATOR SET LOCATED NEAR THE EXISTING GENERATOR WITH CRC BUILDING LOAD INCLUDED AND A NEW 5000 GALLON TANK
- **SCENARIO 5:** 700 KW REDUNDANT NEW BACKUP DIESEL GENERATOR SET LOCATED AT CRC AREA WITH CRC BUILDING LOAD INCLUDED AND NEW 5000 GALLON TANK FOR EXISTING GENERATOR.

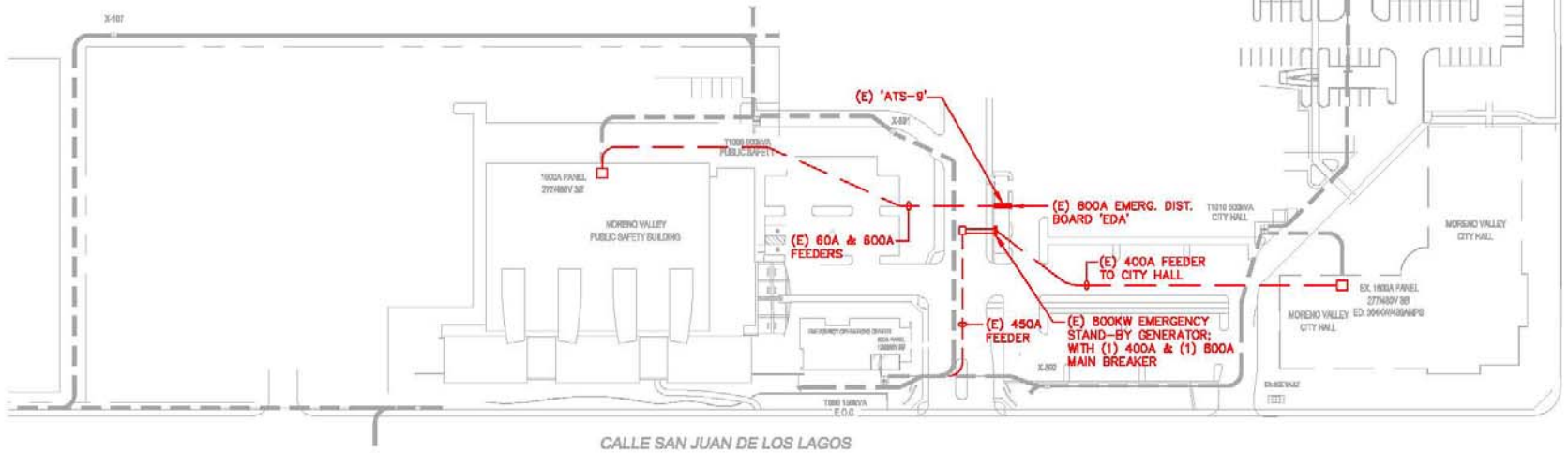
■ **SCENARIO 1: NEW 700 KW DIESEL GENERATOR SET TO SERVE THE CRC BUILDING**

NOTE: The available budget for EOC Family Care Center Generator Project:

- EOC Grant Fund (Fund 240): \$180,000.
- Public Safety Building Conversion Phase 1 Remaining Fund (Fund 501): \$470,000.
- Total Available Budget: \$650,000.



Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
\$ 529,400	\$ 105,600	\$ 635,000	\$ 650,000	(\$ 15,000)



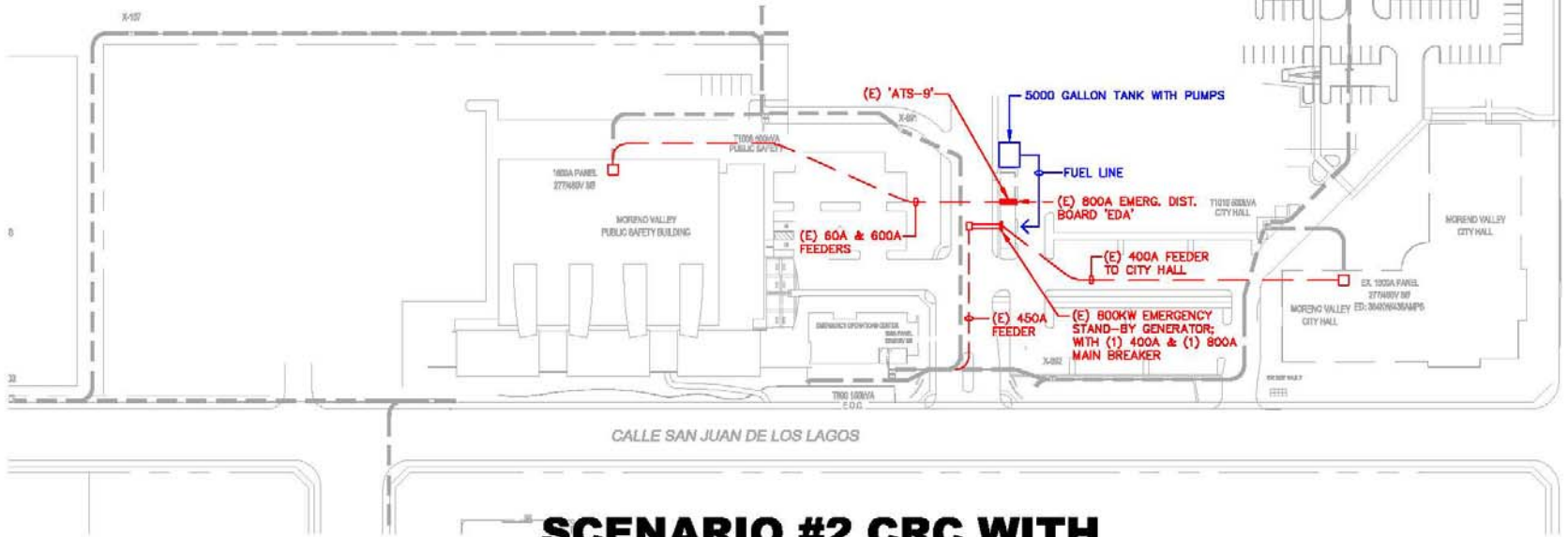
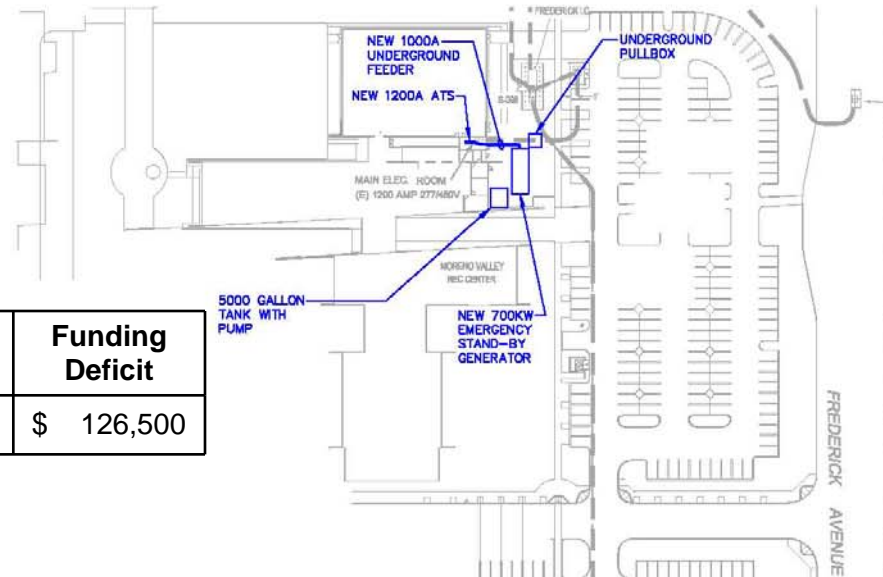
SCENARIO #1 CRC WITH INDEPENDENT GENERATOR

RED = EXISTING
BLUE = NEW

SITE PLAN

- SCENARIO 2: NEW 700 KW DIESEL GENERATOR SET TO SERVE THE CRC BUILDING AND NEW 5000 GALLON TANK FOR EXISTING 800 KW GENERATOR**

Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
\$ 643,200	\$ 133,300	\$ 776,500	\$ 650,000	\$ 126,500



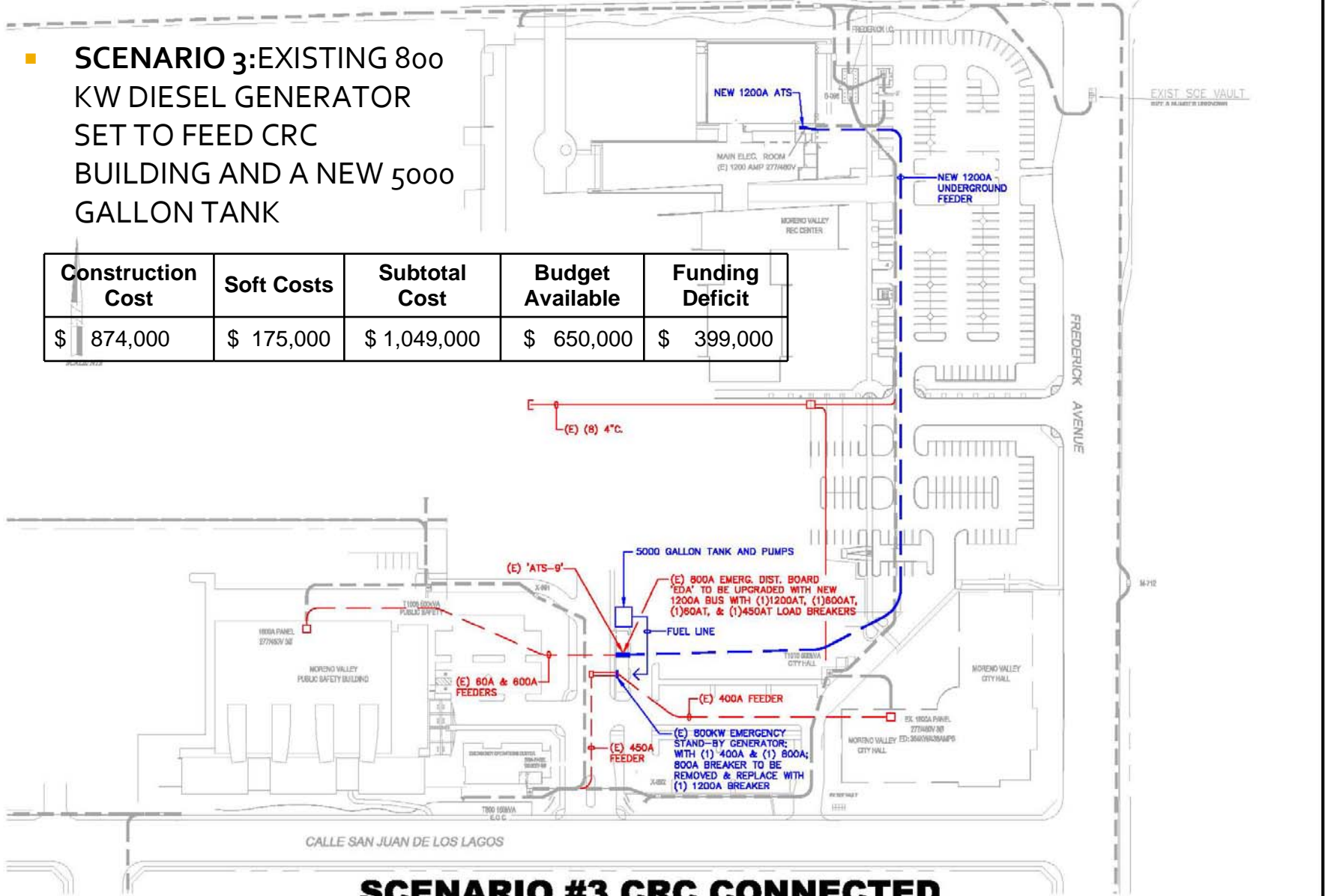
SCENARIO #2 CRC WITH INDEPENDENT GENERATOR

RED = EXISTING
BLUE = NEW

SITE PLAN

- **SCENARIO 3: EXISTING 800 KW DIESEL GENERATOR SET TO FEED CRC BUILDING AND A NEW 5000 GALLON TANK**

Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
\$ 874,000	\$ 175,000	\$ 1,049,000	\$ 650,000	\$ 399,000



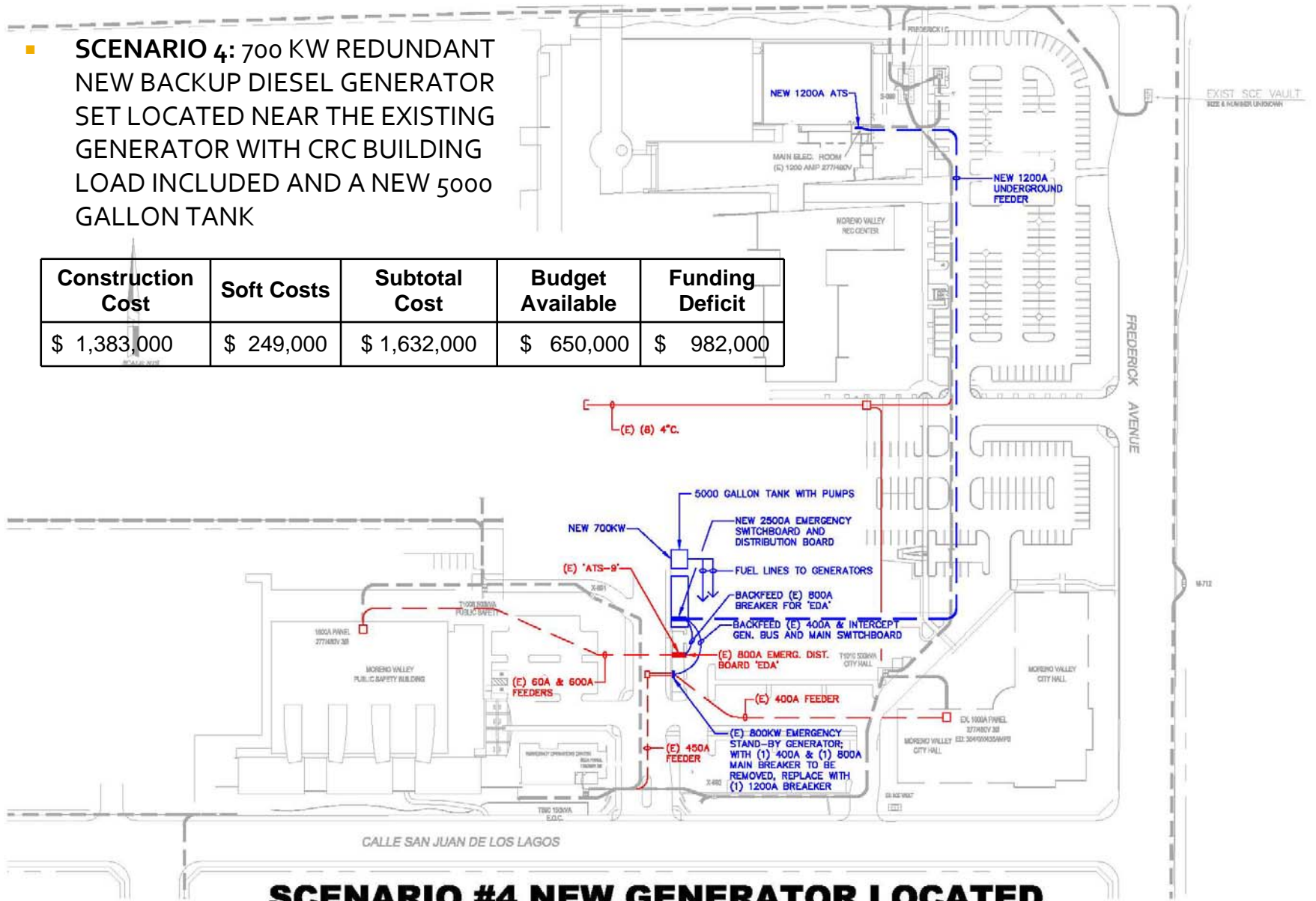
SCENARIO #3 CRC CONNECTED TO EXISTING GENERATOR

RED = EXISTING
BLUE = NEW

SITE PLAN

- SCENARIO 4: 700 KW REDUNDANT NEW BACKUP DIESEL GENERATOR SET LOCATED NEAR THE EXISTING GENERATOR WITH CRC BUILDING LOAD INCLUDED AND A NEW 5000 GALLON TANK**

Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
\$ 1,383,000	\$ 249,000	\$ 1,632,000	\$ 650,000	\$ 982,000

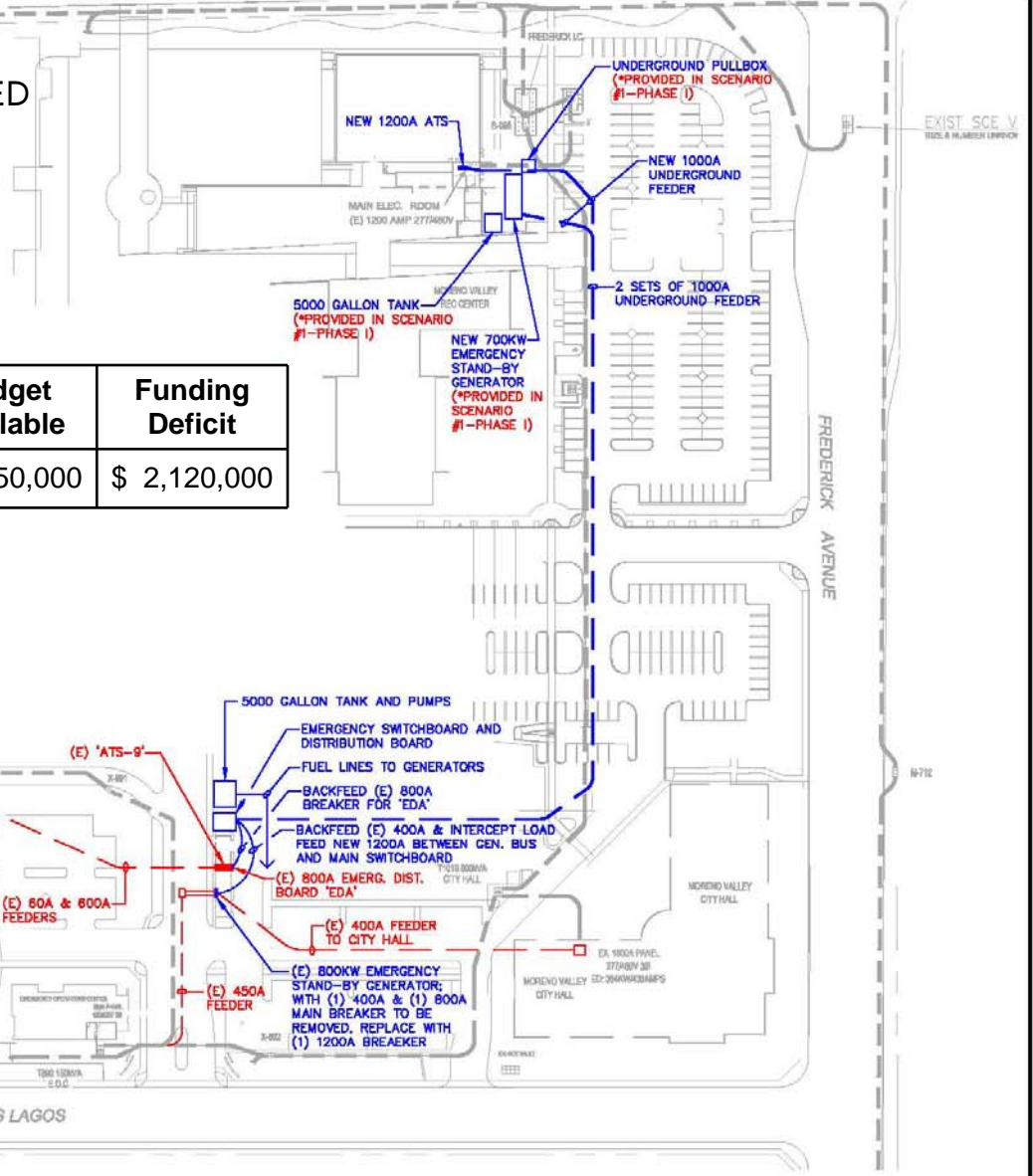


SCENARIO #4 NEW GENERATOR LOCATED NEAR EXSITING GENERATOR

RED = EXISTING
BLUE = NEW

SITE PLAN

SCENARIO 5: 700 KW REDUNDANT NEW BACKUP DIESEL GENERATOR SET LOCATED AT CRC AREA WITH CRC BUILDING LOAD INCLUDED AND NEW 5000 GALLON TANK FOR EXISTING GENERATOR



Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
\$ 2,348,000	\$ 423,000	\$ 2,770,000	\$ 650,000	\$ 2,120,000

SCENARIO #5 LOCATED AT CRC AREA

SITE PLAN

RED = EXISTING
BLUE = NEW

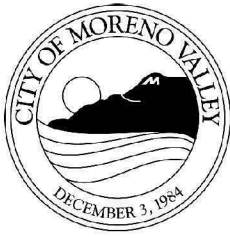
OPINION OF PROBABLE COST

- SUMMARY OF OPINION OF PROBABLE COSTS FOR SCENARIOS #1 THROUGH #5

Scenario's	Construction Cost	Soft Costs	Subtotal Cost	Budget Available	Funding Deficit
#1 New Generator Set at CRC	\$ 529,400	\$ 105,600	\$ 635,000	\$ 650,000	(\$ 15,000)
#2 New Generator Set at CRC and New Tank at Existing Generator	\$ 643,200	\$ 133,300	\$ 776,500	\$ 650,000	\$ 126,500
#3 Backfeed CRC with Existing Generator	\$ 874,000	\$ 175,000	\$ 1,049,000	\$ 650,000	\$ 399,000
#4 Add Redundant Generator Adjacent to Existing Generator Site	\$ 1,383,000	\$ 249,000	\$ 1,632,000	\$ 650,000	\$ 982,000
#5 Add Redundant Generator @ CRC Site	\$ 2,348,000	\$ 423,000	\$ 2,770,000	\$ 650,000	\$ 2,120,000

NOTE: The available budget for EOC Family Care Center Generator Project:

- EOC Grant Fund (Fund 240): \$180,000.
- Public Safety Building Conversion Phase 1 Remaining Fund (Fund 501): \$470,000.
- Total Available Budget: \$650,000.



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: October 25, 2011

TITLE: APPROVE RESOLUTION NO. 2011-109 RATIFYING THE DISMISSAL OF THE JUDICIAL VALIDATION PROCEEDINGS RELATED TO THE CALIFORNIA COMMUNITIES GAS TAX REVENUE CERTIFICATES OF PARTICIPATION, SERIES 2011B TOTAL ROAD IMPROVEMENT PROGRAM (TRIP)

RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution No. 2011-109 ratifying the dismissal of the City's complaint for judicial validation related to the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP). Such dismissal is without prejudice to refile a similar complaint at a later date if the City Council so directs.

BACKGROUND

On July 26, 2011 the City Council approved the City's participation in the TRIP to finance street widening and related improvements on Nason Street from Fir to Cactus Avenues. The TRIP is designed to assist cities and counties in their efforts to finance larger scale street improvement projects. Article 19 of the California Constitution authorizes the collection of the Motor Vehicle Fuel Tax (the "Gas Tax") to be used for operation, construction, or maintenance of public streets and highways. The Gas Tax is an 18 cent per gallon state fuel excise tax. Under the TRIP, California Communities would issue Certificates of Participation on behalf of the City and potentially any other local participants. Pursuant to the terms of the TRIP, the City Council's action included the direction to commence a judicial validation action, by the filing of a complaint for judicial validation, as a routine step in the pooled financing process. The proposed financing is in an amount not to exceed \$20 million and was intended to occur in a financing pool with the cities of Menifee and Desert Hot Springs. The financing is intended to be repaid in an amount of about \$1.3 million annually over a 30 year period

from a portion of future Gas Tax revenues and/or Measure A revenues, which combined will total about \$9.6 million in FY 2011-12.

DISCUSSION

The judicial validation required to proceed with the TRIP financing was filed in Riverside Superior Court on September 9, 2011. Judicial validation of the legal documentation is routine in TRIP financings, among other California municipal finance structures, and the legal arguments are well settled. Approval by a California Superior Court is required as a condition of the TRIP and other market participants. Since the financing approach that City Council approved on July 26, 2011 has been through several judicial validation proceedings previously, staff is confident that the proposed TRIP finance plan and documentation are consistent with established law and that the City's complaint for judicial validation will withstand any legal challenge in court. All previous financings of this nature have not been challenged, and resulted in default judgments by the courts.

The City duly posted and published notice of its complaint for judicial validation in the form of a summons to all potential interested parties. The City's judicial validation filing has garnered public interest and commentary. At least one member of the public has advised the City Attorney and other staff that they intend to formally challenge the financing. The stated objections were to the project, and were similar to those that were made to the City Council at and around the time of its action approving the City's participation in the TRIP, rather than to the legal structure of the financing. These remarks were stated in a manner strongly and with sufficient conviction that staff determined to review these remarks with the TRIP financing team in advance of any actual filing in opposition. In consultation with bond counsel and other members of the financing team, staff determined to currently suspend its participation in TRIP and to withdraw from the judicial validation process in order to protect the ability of the other two cities to proceed without delay, unnecessary additional costs and/or complications. The City Manager directed bond counsel to dismiss the City's judicial validation action on Thursday, October 13, 2011. This direction was made in the interest of the cities of Menifee and Desert Hot Springs to move forward and not incur unnecessary delay and potential costs due to the likelihood that a challenge would be filed in the City's judicial validation, with such challenge necessarily impacting the two similar actions proceeding through the Riverside Superior Court on the same calendar in related proceedings. In the interest of the public record, staff is recommending that the City Council approve the attached resolution ratifying the City Manager's action.

The proposed project remains viable and necessary and staff will return to the City Council at a future date to consider participation in the TRIP and commence the re-filing of the City's judicial validation action. Staff remains confident that the TRIP financing process is legal and will withstand legal scrutiny. The dismissal was deemed a necessary courtesy to the remaining pool members and the City plans to move forward in the future with this financing approach.

FISCAL IMPACT

Costs for the City's participation in the TRIP to date have been minimal, within contract limits or otherwise contingent on the final execution and delivery of TRIP Certificates of Participation. There is no immediate fiscal impact related to dismissal of the judicial validation action. When the City resubmits the judicial action in the future, the action will likely be challenged by interested parties based on recent discussions. A judicial challenge will increase the cost of the financing process by an estimated \$50,000 or more, depending on whether a judgment is appealed by either party. The additional cost would be included in the total financing costs and would be paid from financing proceeds. The costs incurred due to a challenge of the judicial validation process would be paid from future Gas Tax and/or Measure A tax proceeds.

There is no impact to the General Fund.

SUMMARY

On July 26, 2011 the City Council approved the participation in the TRIP to finance street widening and related improvements on Nason Street from Fir to Cactus Avenues. The action included the direction to commence a judicial validation action as a routine step in the pooled financing process. Communications from interested parties indicates that there will likely be a challenge filed in the Riverside Superior Court to the judicial validation action. Bond Counsel is confident that the process is legal and that the City will prevail, however, the result will be to delay the completion of the financing for about three months. Since this is a pooled financing, this would also delay the two partner cities in the pool. In an effort to mitigate the detrimental impact to the cities of Menifee and Desert Hot Springs, in consultation with bond counsel and other members of the financing team, the City determined to currently suspend its participation in the TRIP financing and to withdraw from the judicial validation process and potentially to refile such action at a future date. The City Manager directed Bond Counsel to dismiss the judicial action on Thursday, October 13, 2011 and is requesting the City Council ratify this action.

CITY COUNCIL GOALS

Not applicable.

ATTACHMENTS

1. Resolution No. 2011-109 ratifying the dismissal of the judicial validation proceedings related to the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP).

Prepared by and Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2011-109

APPROVING THE RATIFICATION OF THE ACTION TO
DISMISS THE JUDICIAL VALIDATION PROCEEDINGS
RELATED TO THE CALIFORNIA COMMUNITIES GAS TAX
REVENUE CERTIFICATES OF PARTICIPATION, SERIES
2011B TOTAL ROAD IMPROVEMENT PROGRAM

WHEREAS, the City Council of the City of Moreno Valley approved participation in the California Communities Gas Tax Revenue Certificates of Participation, Series 2011B Total Road Improvement Program (TRIP), a pooled financing process; and

WHEREAS, the City Council of the City of Moreno Valley authorized staff to initiate the judicial validation proceedings required to proceed with the TRIP pooled financing; and

WHEREAS, the City of Moreno Valley's bond counsel filed the required Complaint to initiate the judicial validation process on September 9, 2011 on behalf of the City of Moreno Valley with the intent to secure a default judgment validating the legal structure of the financing; and

WHEREAS, the City of Moreno Valley City duly posted and published notice of its Complaint for judicial validation in the form of a summons to all potential interested parties; and

WHEREAS, the potential for the City of Moreno Valley's judicial validation process to be challenged, as is the right of interested parties to do, has arisen; and

WHEREAS, the filing of an opposition to the City of Moreno Valley's judicial validation proceeding would necessarily impact similar proceedings for two other cities participating in the Series 2011B pooled financing and would delay the financing process for such cities for by an estimated three months or more and present the potential for unnecessary increased costs and complications for such cities; and

WHEREAS, the City of Moreno Valley does not desire to impair the ability of the two other participating cities to complete their TRIP financings on a timely basis; and

WHEREAS, the City of Moreno Valley, in consultation with bond counsel and other members of the financing team, determined to currently suspend its participation in the TRIP financing and to withdraw from the judicial validation process in order to allow the TRIP financing for the remaining two other participating cities to proceed without delay, unnecessary additional costs and/or complications; and

Resolution No. 2011-109
Date Adopted: October 25, 2011

WHEREAS, the City Manager directed bond counsel to dismiss the Complaint implementing the judicial validation proceedings for the City of Moreno Valley on October 13, 2011; and

WHEREAS, the City Council in closed session on October 18, 2011, unanimously voted to ratify the City Manger's direction to dismiss the validation action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley, that the foregoing recitals herein contained are true and correct and the City Council so finds; and

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley ratifies the decision and direction made by the City Manager on October 13, 2011 to dismiss the Complaint initiating the judicial validation process of the City of Moreno Valley's TRIP financing; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect upon its adoption.

APPROVED AND ADOPTED this 25th day of October 2011.

Mayor

ATTEST:

City Clerk

City Attorney

Resolution No. 2011-109
Date Adopted: October 25, 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. 2011-109 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 25th day of October, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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