

## **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  
BOARD OF LIBRARY TRUSTEES**

**SPECIAL MEETING  
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION  
(MVPFFC)**

**June 28, 2011**

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

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

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

**City Hall Council Chamber - 14177 Frederick Street**

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

Richard A. Stewart, Mayor

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

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**June 28, 2011**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Recognition of Morning Optimist Club of Moreno Valley
2. Volunteers of the Year 2010 - Steven Morel, Jarrett Wegelin, Trent Terrell, Jarred Endres, Kyle Dagenhart, and Tim Barnes
3. Spotlight Business

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

**SPECIAL MEETING  
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION  
(MVPFFC)**

**REGULAR MEETING - 6:30 PM  
JUNE 28, 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** - Deacon Richard Heames, St. Patrick's Roman Catholic Church

**ROLL CALL**

**INTRODUCTIONS**

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

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

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## **JOINT CONSENT CALENDARS (SECTIONS A-D)**

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

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

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

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

#### **A.2 MINUTES - REGULAR MEETING OF JUNE 14, 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 June 8-21, 2011.

#### **A.4 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2011/2012 RATE ADJUSTMENT (Report of: Public Works Department)**

**Recommendation:**

Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

#### **A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE PROJECT NO. 10-12567129 (Report of: Public Works Department)**

**Recommendation:**

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504;

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2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained road system.

A.6 APPROVAL OF CHECK REGISTER FOR APRIL, 2011 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of \$13,104,818.91.

Resolution No. 2011-63

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of April, 2011

A.7 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$91,557 ALLOCATION TO THE CITY (Report of: Community and Economic Development Department)

**Recommendation:**

Approve Resolution No. 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$91,557 allocated to the City.

Resolution No. 2011-64

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the \$91,557 Allocation

A.8 ORDINANCE NO. 827 - AN ORDINANCE AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011, BY A 5-0 VOTE) (Report of: Public

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Works Department)

**Recommendation:**

Adopt Ordinance No. 827 - An Ordinance of the City Council of the City of Moreno Valley, California amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

A.9 SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - MELAD & ASSOCIATES (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;
2. Authorize the Mayor to execute the Amendment;
3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and
4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.10 THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT FOR PLAN CHECK SERVICES - WILLDAN (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;
2. Authorize the Mayor to execute the Amendment;

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3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and
4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

A.11 APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANAGER TO ISSUE ANNUAL PURCHASE ORDERS (Report of: Community & Economic Development Department)

**Recommendation:**

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;
2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process; and
3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

A.12 PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

- A.13 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM (Report of: Public Works Department)

**Recommendation:**

1. Review and concur with Project Recommendations for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program; and
2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

Resolution No. 2011-71

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Submittal of Applications for Cycle 3 of the Federal Safe Routes to School (SRTS) Grant Program

- A.14 PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY’S MAINTAINED SYSTEM, BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City’s maintained system.; and

Resolution No. 2011-67

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Project Number PA07-0090 and Accepting the Redlands Drainage Improvements Associated with the Project into the City’s Maintained System

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

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year when all clearances are received.

- A.15 PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY’S MAINTAINED SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Adopt the proposed Resolution accepting into the City’s maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and

Resolution No. 2011-68

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Utility Electrical Infrastructure for the Eucalyptus Electrical Improvements as Complete Within Project PA07-0090, and Accepting the Utility Electrical Infrastructure into the City’s Maintained System

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

- A.16 PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY’S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THE THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Adopt the proposed Resolution accepting into the City’s maintained street system the Theodore Street public improvements within project

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PA07-0090 upon acceptance by the City Engineer as complete; and  
Resolution No. 2011-69

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Number PA07-0090 and Accepting the Portion of Theodore Street Associated with the Project into the City's Maintained Street

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

A.17 PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.18 PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET - DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

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**Recommendation:**

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090; and
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.19 PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM; BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090; and
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

A.20 PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET; DEVELOPER: HF LOGISTICS – SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications; and

2. Authorize the Mayor to execute the DIF Agreement.

**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 JUNE 14, 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 JUNE 14, 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 JUNE 14, 2011 (Report of: City Clerk Department)

**Recommendation:**

Approve as submitted.

**ADJOURNMENT OF THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE SPECIAL MEETING OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC)**

**SPECIAL MEETING OF THE  
MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION  
(MVPFFC)**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS ON THE SPECIAL MEETING AGENDA**

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

**G. REPORTS**

- G.1 CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD; DEVELOPER: CITY OF MORENO VALLEY (Report of: Public Works Department)

**Recommendation:**

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard; and
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

**ADJOURNMENT OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (MVPFFC) TO THE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

**RECONVENE JOINT MEETING OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

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## **E. PUBLIC HEARINGS**

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

### **E.1 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)**

#### **Recommendation: That the CSD:**

1. After conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;

2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

### **E.2 PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES (Report of: Public Works Department)**

#### **Recommendation: That the CSD:**

1. After conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;

2. Verify and accept the results of the mail ballot proceedings as

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identified on the Official Tally Sheet;

3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

**E.3 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS (Report of: Public Works Department)**

**Recommendation: That the City Council:**

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and
2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

**E.4 A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT A AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI. (Report of: Community and Economic Development Department)**

**Recommendation: That the City Council:**

Adopt Resolution No. 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

Resolution No. 2011-66

Resolution of the City Council of the City of Moreno Valley Denying PA09-0027, A Conditional Use Permit to Allow Alcohol Sales (Beer and Wine) at the Existing Convenience Store Located at 21748 Cottonwood Avenue APN # 263-160-037

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

**G. REPORTS**

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

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Oral Presentation - not for Council action)

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

G.2 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or
2. Appoint those applicants who received majority vote by the City Council;
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

**Recommendation: That the City Council:**

Accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

**Recommendation: That the CSD:**

Accept public comments regarding the mail ballot proceeding for First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP (Report of: Community & Economic Development Department)

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**Recommendation: That the City Council:**

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.

Resolution No. 2011-70

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley with MV Hemlock Limited Partnership, a California Limited Partnership and Approving and Authorizing Execution of an Affordable Housing Agreement (Home) Between the City and MV Hemlock Limited Partnership, a California Limited Partnership

2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership; and

**Recommendation: That the RDA:**

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

Resolution No. RDA 2011-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Hemlock Limited Partnership, a California Limited Partnership

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

**H. LEGISLATIVE ACTIONS**

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

- H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 825 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2 (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14,

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2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community & Economic Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

- H.2 .2 ORDINANCE NO. 826 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS (RECEIVED FIRST READING AND INTRODUCTION ON JUNE 14, 2011 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community and Economic Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

Ordinance No. 826

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

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**

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

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

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

## **CLOSED SESSION**

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

3 SECTION 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: Henry T. Garcia  
Employee Organization: MVCEA

b) Agency Representative: Henry T. Garcia  
Employee Organization: MVMA

c) Agency Representative: Henry T. Garcia  
Employee Organization: Moreno Valley Confidential  
Management Employees

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

### **ADJOURNMENT**

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**MINUTES  
SPECIAL MEETING AND REGULAR 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**

**SPECIAL MEETING – 5:00 PM  
REGULAR MEETING – 6:30 P.M.  
June 14, 2011**

**CALL TO ORDER**

Special 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 5:05 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was led by Council Member Robin N. Hastings

**INVOCATION** – Mayor Richard A. Stewart

**ROLL CALL**

Council:

Richard A. Stewart	Mayor
Jesse L. Molina	Mayor Pro Tem
William H. Batey II	Council Member
Marcelo Co	Council Member
Robin N. Hastings	Council Member (left at 7:07 p.m.)

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to the Mayor/City Council
Henry T. Garcia	City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
John Terell	Planning Division Manager / Planning Official
Sonny Morkus	Human Resources Director
Paula Smus	Acting Library Services Division Manager
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 Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Steven Crews (B5) and Deanna Reeder (A17).

**A. CONSENT CALENDAR-CITY COUNCIL**

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

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

**A.2 MINUTES - REGULAR MEETING OF MAY 24, 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 May 18 - June 7, 2011.

**A.4 TRACT MAP 22709 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MORGAN AVENUE, LONGMEADOW COURT, GLADSTONE DRIVE, FAIR MEADOW LANE, SPRING GROVE STREET, ANSLEY COURT, MERIDIAN PLACE, AND THE PORTION OF JOHN F. KENNEDY DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON, F.K.A WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2011-44 authorizing the acceptance of the public improvements within Tract Map 22709 as complete and accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the portion of John F. Kennedy Drive associated with the project into the City's maintained street system; and

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Resolution No. 2011-44

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709, and Accepting Morgan Avenue, Longmeadow Court, Gladstone Drive, Fair Meadow Lane, Spring Grove Street, Ansley Court, Meridian Place, and the Portion of John F. Kennedy Drive Associated with the Project into the City's Maintained Street System

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

**A.5 PA04-0010 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: ONE MORENO VALLEY 240 LP, LONG BEACH, CA 90802 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2011-45 authorizing the acceptance of the public improvements within PA04-0010 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

Resolution No. 2011-45

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0010, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

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

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**A.6 TRACT MAP 22709-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING MILESTONE STREET, ROSEMONT COURT, LAFAYETTE WAY, LANDON ROAD, MADISON WAY, NEWBURGH ROAD, ASHTON COURT, PIEDMONT DRIVE, ROCKWOOD AVENUE, WILLOWGROVE PLACE, FAIRMONT DRIVE, TILDEN LANE, ASTORIA DRIVE, CRESCENT COURT, GREEN LAWN AVENUE, AUBURN LANE, SHADY VALLEY WAY, HASTINGS DRIVE, AND THE PORTIONS OF MORENO BEACH DRIVE, JOHN F. KENNEDY DRIVE, OLIVER STREET AND CACTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING, INC., IRVINE, CA 92606 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2011-46 authorizing the acceptance of the public improvements within Tract Map 22709-1 as complete and accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-46

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 22709-1, and Accepting Milestone Street, Rosemont Court, Lafayette Way, Landon Road, Madison Way, Newburgh Road, Ashton Court, Piedmont Drive, Rockwood Avenue, Willowgrove Place, Fairmont Drive, Tilden Lane, Astoria Drive, Crescent Court, Green Lawn Avenue, Auburn Lane, Shady Valley Way, Hastings Drive and the Portions of Moreno Beach Drive, John F. Kennedy Drive, Oliver Street and Cactus Avenue Associated with the Project into the City's Maintained Street System

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

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Performance Bond in one year when all clearances are received.

**A.7 TRACT MAP 31327 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING RHONE COURT, ANDROMEDA AVENUE, DANUBE WAY, SAGEBRUSH COURT, PEGASUS WAY, VOLGA LANE, AND THE PORTIONS OF ALESSANDRO AVENUE, MORRISON STREET AND BAY AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: D.R. HORTON F.K.A. WESTERN PACIFIC HOUSING INC., IRVINE, CA 92606 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2011-47 authorizing the acceptance of the public improvements within Tract Map 31327 as complete and accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the portions of Alessandro Avenue, Morrison Street and Bay Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-47

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31327 and Accepting Rhone Court, Andromeda Avenue, Danube Way, Sagebrush Court, Pegasus Way, Volga Lane, and the Portions of Alessandro Avenue, Morrison Street and Bay Avenue Associated with the Project into the City's Maintained Street System

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

**A.8 FINAL MAPS 29920, 29920-1, 29920-2, AND 29920-3--APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN CITY OF MORENO VALLEY AND PACIFIC MORENO VALLEY, INC. (Report of: Public Works Department)**

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**Recommendation:**

1. Approve the Maintenance Agreement by and between the City of Moreno Valley (City) and Pacific Moreno Valley, Inc.;
2. Authorize the Mayor to execute the Maintenance Agreement;
3. Authorize the City Attorney to work with Pacific Moreno Valley, Inc. to draft modifications or amendments to the Maintenance Agreement as necessary from time to time to clarify the intent and effectuate the provisions of said Agreement;
4. Authorize the City Treasurer to invest the required Trust Funds pursuant to Section 7 of the Maintenance Agreement;
5. Authorize the City Manager to execute modifications or amendments to the Maintenance Agreement as prepared by the City Attorney; and
6. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Office of the Recorder for the County of Riverside for recordation.

**A.9 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) (Report of: Public Works Department)**

**Recommendation:**

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) ("CFD No. 87-1") approve and adopt the following: Resolution No. 2011-48 to accept and approve the Special Tax Report for fiscal year (FY) 2011/12 regarding CFD No. 87-1; and

Resolution No. 2011-48

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 87-1 (Towngate)

2. Approve and Adopt Resolution No. 2011-49 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1.

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Resolution No. 2011-49

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) of the City of Moreno Valley, Approving the Submittal of an Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1

**A.10 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 87-1 (TOWNGATE) IMPROVEMENT AREA NO. 1 (Report of: Public Works Department)**

**Recommendation:**

1. Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 87-1 (Towngate) Improvement Area No. 1 ("CFD No. 87-1, Improvement Area No. 1") approve and adopt the following: Resolution No. 2011-50 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12 for CFD No. 87-1 Improvement Area No. 1; and

Resolution No. 2011-50

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Report for Fiscal Year 2010/11 Regarding Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1

2. Resolution No. 2011-51 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for CFD No. 87-1 Improvement Area No. 1.

Resolution No. 2011-51

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 87-1 (Towngate) Improvement Area No. 1 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 87-1 Improvement Area No. 1

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**A.11 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 3 (AUTO MALL REFINANCING) (Report of: Public Works Department)**

**Recommendation:**

Acting in their capacity as the legislative body of the Moreno Valley Community Facilities District (CFD) No. 3 (Auto Mall Refinancing) ("CFD No. 3"), approve and adopt Resolution No. 2011-52 to accept and approve the Annual Special Tax Report for fiscal year (FY) 2011/12, on file in the office of the City Treasurer.

Resolution No. 2011-52

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 3 of the City of Moreno Valley (Auto Mall Refinancing)

**A.12 APPROVAL AND ACCEPTANCE OF THE ANNUAL SPECIAL TAX REPORT FOR MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 4—MAINTENANCE FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)**

**Recommendation:**

Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 4—Maintenance ("CFD No. 4—M") approve and adopt Resolution No. 2011-53 to accept and approve the Annual Special Tax Report for CFD No. 4—M for fiscal year 2011/12.

Resolution No. 2011-53

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 4-Maintenance

**A.13 APPROVAL AND ADOPTION OF THE ANNUAL SPECIAL TAX REPORT AND ANNUAL ACCOUNTABILITY REPORT FOR FISCAL YEAR 2011/12 REGARDING MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 5 (Report of: Public Works Department)**

**Recommendation:**

1. Acting in their capacity as the legislative body of Moreno Valley Community Facilities District No. 5 adopt the following: Resolution No. 2011-54 to accept and approve the Annual Special Tax Report for fiscal year 2011/12 regarding Community

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Facilities District No. 5.

Resolution No. 2011-54

A Resolution of the City Council of the City of Moreno Valley, California, Accepting and Approving the Annual Special Tax Report for Fiscal Year 2011/12 Regarding Community Facilities District No. 5

2. Adopt Resolution No. 2011-55 to approve the submittal of the Annual Accountability Report in compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5.

Resolution No. 2011-55

A Resolution of the City Council of the City of Moreno Valley, California, Acting as the Legislative Body of Community Facilities District No. 5 of the City of Moreno Valley, Approving the Submittal of the Annual Accountability Report in Compliance with Government Code Sections 53410 and 53411 for Community Facilities District No. 5

**A.14 PA04-0004 – EXONERATION OF BONDS FOR PUBLIC IMPROVEMENTS, SOUTHWEST CORNER OF BAY AVENUE AND PAN AM BOULEVARD, DEVELOPER: MOVAL BAY APARTMENTS, L.P., IRVINE, CA 92614 (Report of: Public Works Department)**

**Recommendation:**

1. Authorize the acceptance of certain public improvements associated with the project; and
2. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor bond associated with project PA04-0004 for public improvements.

**A.15 AUTHORIZE THE FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR STATE ROUTE 60/MORENO BEACH DRIVE INTERCHANGE AND NASON STREET OVERCROSSING IMPROVEMENTS -- PROJECT NO. 07-41570024 (Report of: Public Works Department)**

**Recommendation:**

1. Approve the Fourth Amendment to the Agreement for Professional Consultant Services with Parsons Transportation Group Inc. (Parsons), 1133 Fifteenth Street NW, Washington,

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DC 20005-2701, to provide design, environmental, right-of-way, and extend the contract termination date from June 30, 2013, to December 31, 2014;

2. Authorize the City Manager to execute the Fourth Amendment to Agreement for Professional Consultant Services with Parsons Transportation Group Inc.; and
3. Authorize Change Orders to increase Purchase Order Nos. 35510 and 37342 with Parsons Transportation Group totaling \$723,267.77 to be funded from Account Nos. 415.70024 (\$323,918.50) and 897.91728 (\$399,349.27) and authorize the issuance of a purchase order for \$461,708.64 from Account 897.91731 when the Fourth Amendment has been signed by all parties. The Fourth Amendment for \$1,184,976.41 brings the not-to-exceed contract total to \$4,826,047.86.

**A.16 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)**

**Recommendation:**

1. Award the construction contract for the Street Improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92789, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.; on behalf of the City;
3. Authorize the issuance of Purchase Orders to Hillcrest Contracting, Inc. totaling of \$363,398.74 (\$315,998.90 for the bid amount plus 15% 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 Hillcrest Contracting, Inc., up to, but not exceeding, the total contingency amount of \$47,399.84, subject to the approval of the City Attorney; and
5. Authorize a full road closure of Davis Street north of Ironwood Avenue for up to a period of ten working days, as necessary, for the construction of roadway improvements between July 2011 and September 2011.

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**A.17 ADOPTION OF THE PRIORITIZED GOALS AND ACTION PLAN DEVELOPED IN THE CITY COUNCIL GOAL SETTING WORKSHOP (Report of: City Manager's Office)**

**Recommendation:**

Adopt the prioritized goals and action plan developed in the City Council Goal Setting Workshop.

**A.18 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS B7 & C3)**

**Recommendation:**

1. Adopt Resolution No. 2011-62, classifying the various components of fund balance as defined in GASB Statement No. 54; and

Resolution No. 2011-62

A Resolution of the City Council of the City of Moreno Valley, California, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

2. Designate the Financial & Administrative Services Director as the City official to determine and define the amounts of those components of fund balance that are classified as "Assigned" fund balance for inclusion in the annual financial reports.

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

**B.1 ORDINANCES - READING BY TITLE ONLY**

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

**B.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

**B.3 APPROVAL AND ACCEPTANCE OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 1 ANNUAL SPECIAL TAX REPORT FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)**

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**Recommendation:**

Acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”) and as the legislative body of Community Facilities District No. 1 (“CFD No. 1” or “District”) approve and adopt Resolution No. CSD 2011-08 to accept and approve the CFD No. 1 Annual Special Tax Report for fiscal year 2011/12, which is on file in the office of the City Treasurer and authorize the City Treasurer to levy the special tax in accordance with the rate and method of apportionment required to cover the annual special tax requirement of CFD No. 1.

Resolution No. CSD 2011-08

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Accepting and Approving the Community Facilities District No. 1 Annual Special Tax Report for Fiscal Year 2011/12

**B.4 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-1/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-1 (TOWNGATE) AND E-1A (RENAISSANCE PARK) (Report of: Public Works Department)**

**Recommendation:**

1. Approve the Agreement for CSD Project E-1/11 (the “Agreement”) with Marina Landscape Inc.;
2. Authorize the President of the CSD Board to execute said Agreement with Marina Landscape Inc., and;
3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to Marina Landscape Inc., in the amounts of:

NINETY-SEVEN THOUSAND NINE HUNDRED AND SIX AND 80/100 DOLLARS (\$97,906.80) for twelve (12) months of base maintenance services and;

NINE THOUSAND SEVEN HUNDRED NINETY AND 68/100 DOLLARS (\$9,790.68) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

**B.5 AWARD OF CONTRACT – MORENO VALLEY COMMUNITY SERVICES DISTRICT PROJECT NO. E-4/11 – MAINTENANCE OF PARKWAY LANDSCAPING AND IRRIGATION FOR ZONES E-4 (MORENO VALLEY**

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**RANCH - EAST) AND E-4A (DAYBREAK) (Report of: Public Works Department)**

**Recommendation:**

1. Approve the Agreement for CSD Project E-4/11 (the "Agreement") with TruGreen Landcare;
2. Authorize the President of the CSD Board to execute said Agreement with TruGreen Landcare, and;
3. Authorize the Purchasing Division Manager, to issue purchase orders on July 1, 2011 to TruGreen Landcare, in the amounts of:

ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND SIXTY-FOUR AND 76/100 DOLLARS (\$179,564.76) for twelve (12) months of base maintenance services and;

FOURTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$14,800.00) for anticipated Additional Work, per Exhibit C, Section 2, paragraph E. of the Agreement.

**B.6 FIRST EXTENSION OF CONTRACT - PROJECT NO. E-3/10 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - MORENO VALLEY RANCH-WEST (ZONE E-3) AND LASSELLE POWERLINE PARKWAY (ZONE E-3A) (CONTINUED FROM MAY 24, 2011) (Report of: Public Works Department)**

**Recommendation:**

1. Approve the first Extension Agreement for CSD Project No. E-3/10 to extend the term of the contract for an additional one-year period;
2. Authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc., San Clemente, California; and
3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Bemus Landscape, Inc., in the amounts of:

a.) ONE HUNDRED THIRTY NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$139,500.00) for twelve months of base maintenance service, and

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b.) THIRTEEN THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS (\$13,260.00) for anticipated Additional Work per Section 5 of the first Extension Agreement.

**B.7 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & C3)**

**Recommendation:**

Adopt Resolution No. CSD 2011-22, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. CSD 2011-22

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in Governmental Accounting Standards Board Statement No. 54

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

**C.1 ORDINANCES - READING BY TITLE ONLY**

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

**C.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

**C.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54 – FUND BALANCE CLASSIFICATIONS (Report of: Financial & Administrative Services Department) (ALSO LISTED AS A18 & B7)**

**Recommendation:**

Acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. 2011-09, classifying the various components of fund balance as defined in GASB Statement No. 54.

Resolution No. RDA 2011-09

A Resolution of the Moreno Valley Community Services District, Classifying the Various Components of Fund Balance as Defined in

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

**D.1 ORDINANCES - READING BY TITLE ONLY**

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

**D.2 MINUTES - REGULAR MEETING OF MAY 24, 2011 (Report of: City Clerk Department)**

**Recommendation:**

Approve as submitted.

**Motion to Approve Joint Consent Calendar Items A1 through D2 by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**

**Approved by a vote of 5-0.**

**AGENDA ORDER**

**G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

**a) Council Member Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Informational Oral Presentation - not for Council action)**

Council Member Hastings reported WRCOG will conduct a hearing on July 1, regarding AB811, and it is anticipated applications will be accepted by the end of July for the energy efficiency and water conservation program. Announced Dr. Condoleezza Rice is the keynote speaker at the WRCOG General Assembly meeting on June 23; VIP reception invitations will be distributed to the Council Members.

**G.2 RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC) 60/215 EAST JUNCTION CONSTRUCTION PROJECT (Informational Oral Presentation - Not for Council Action)**

Dennis Green, President, Green.Com.Inc., Public Affairs Coordinator, presented the update.

**AGENDA ORDER**

**G.5 ADOPTION OF A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO THE CALPERS CONTRACT TO PROVIDE THE 2% AT AGE 55 AND THREE YEARS HIGHEST AVERAGE COMPENSATION CALCULATION RETIREMENT BENEFITS FOR NEWLY HIRED EMPLOYEES STARTING ON AUGUST 19, 2011, AND CONDUCT THE**

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**FIRST READING OF THE RELATED ORDINANCE AS REQUIRED BY CALPERS (Report of: Human Resources Department)**

**Recommendation: That the City Council:**

Adopt Resolution No. 2011-59 , to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council City of Moreno Valley

Resolution No. 2011-59

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

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

**AGENDA ORDER**

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

- H.1 .1 INTRODUCTION OF ORDINANCE NO. 827 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.10 STORM WATER/URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROLS, AND CHAPTER 8.21 GRADING REGULATIONS (Report of: Public Works Department)

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

**Recommendation: That the City Council:**

Waive the reading of Ordinance No. 827, in its entirety and read by title only (roll call required) and introduce Ordinance No. 827 an Ordinance of the City Council of the City of Moreno Valley, California

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amending Title 8 of the City of Moreno Valley Municipal Code (MVMC), repealing and reenacting Chapter 8.10 Storm Water/Urban Management and Discharge Controls and Chapter 8.21 Grading Regulations.

Ordinance No. 827

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.10 Storm Water/Urban Runoff Management and Discharge Controls and Chapter 8.21 Grading Regulations

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

**AGENDA ORDER**

**G.8 4TH OF JULY PARADE AT A REDUCED COST (STEWART)**

**Motion to bring back as a subcommittee by m/Council Member  
William H. Batey II;  
Motion withdrawn by Council Member William H. Batey II**

The City Manager announced he will provide the first \$1,000 towards next year's 4<sup>th</sup> of July Celebration

**City Manager will present a report at the July 12, 2011 Regular City  
Council Meeting for Council action;  
By unanimous informal consent**

**G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)**

None

**AGENDA ORDER**

**G.6 ADOPTION OF FY2011/12-2012/13 OPERATING BUDGET (Report of: Financial & Administrative Services Department)**

Mayor Stewart opened the agenda item for public comments, which were received from Ray Martinez and Deanna Reeder.

**Recommendation: That the City Council:**

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1. Adopt Resolution No. 2011-60, approving the Operating Budget for the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. 2011-60

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Operating Budget for Fiscal Years 2011/12 – 2012/13

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

2. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2011-20, approving the Operating Budget for the Moreno Valley Community Services District for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. CSD 2011-20

A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

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

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-07, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011/12 – 2012/13, pursuant to the appropriations presented in the Budget Book presented as Attachment A;

Resolution No. RDA 2011-07

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Years 2011/12-2012/13

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

4. Approve the position control as detailed on pages 3-7 in the Proposed Operating Budget Book presented as Attachment A; and

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

5. Approve the elimination of Fire Truck 58 in FY 2011/12 and direct staff to reserve the additional \$1.2 million in savings for the purchase of a fire engine and the balance of savings for the operating costs to open the Morrison Park Fire Station.

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

**G.7 ADOPTION OF FY 2011/12 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)**

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

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2011-61, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A");

Resolution No. 2011-61

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

**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.**

2. Acting in its capacity as the President and Board of Directors of  
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the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2011-21, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A"); and

Resolution No. CSD 2011-21

A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2011-12

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 5-0.**

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2011-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2011-12, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan (Attachment "A").

Resolution No. RDA 2011-08

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting the Capital Improvement Plan for Fiscal Year 2011-12

**Motion to Approve by m/Agency Member William H. Batey II, s/Vice-Chairman Jesse L. Molina**  
**Approved by a vote of 5-0.**

**ADJOURNED SPECIAL MEETING  
CONVENED REGULAR MEETING**

**AGENDA ORDER**

**E. PUBLIC HEARINGS**

**E.1 FIRST AMENDMENT - AQUABELLA DEVELOPMENT AGREEMENT (P11-029) (Report of: Community & Economic Development Department)**

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Applicant Iddo Benzeevi spoke on behalf of the development.

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

**Recommendation: That the City Council:**

Conduct a public hearing and subsequently introduce Ordinance No. 825, for adoption of the First Amendment to the Aquabella Development Agreement (P11-029).

Ordinance No. 825

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a First Amendment to the Aquabella Development Agreement (P11-029) to Remove Planning Area 2

**Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**

**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

**E.2 PUBLIC HEARING TO CONSIDER APPROVING THE CONTINUANCE OF CURRENT MORENO VALLEY COMMUNITY SERVICES DISTRICT ANNUAL PARCEL CHARGES PROPOSED FOR FISCAL YEAR 2011/12 (Report of: Public Works Department)**

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Recommendation: That the CSD:**

1. Conduct a Public Hearing to approve and adopt the following proposed resolutions:

Resolution No. CSD 2011-09

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone A (Parks and Community Services) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**

**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

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2. Approve and adopt the proposed Resolution No. CSD 2011-10;  
Resolution No. CSD 2011-10

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone B (Residential Street Lighting) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

3. Approve and adopt the proposed Resolution No. CSD 2011-11 (Zone C);

Resolution No. CSD 2011-11

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone C (Arterial Street Lighting and Intersection Lighting) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

4. Approve and adopt the proposed Resolution No. CSD 2011-12 (Zone D);

Resolution No. CSD 2011-12

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone D (Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

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5. Approve and adopt the proposed Resolution No. CSD 2011-13 (Zone E);

Resolution No. CSD 2011-13

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E (Extensive Landscape Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

6. Approve and adopt the proposed Resolution No. CSD 2011-14 (Zone E-1A);

Resolution No. CSD 2011-14

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-1A (Renaissance Park – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

7. Approve and adopt the proposed Resolution No. CSD 2011-15 (Zone E-3A);

Resolution No. CSD 2011-15

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-3A (Lasselle Powerline Parkway Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

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8. Approve and adopt the proposed Resolution No. CSD 2011-16 (Zone E-4A);

Resolution No. CSD 2011-16

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone E-4A (Daybreak Development – Internal Parkway Landscape Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

9. Approve and adopt the proposed Resolution No. CSD 2011-17 (Zone M);

Resolution No. CSD 2011-17

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone M (Commercial/Industrial/Multifamily Improved Median Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

10. Approve and adopt the proposed Resolution No. CSD 2011-18 (Zone S);

Resolution No. CSD 2011-18

A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, Approving the Calculation of the Parcel Charge for Providing Zone S (Sunnymead Boulevard Maintenance) Services During Fiscal Year 2011/2012

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**  
**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

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**E.3 PUBLIC HEARING REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR (FY) 2011/2012 ANNUAL RATES (Report of: Public Works Department)**

Mayor Stewart 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 to consider all objections or protests of the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" as provided in the Public Notice; and
2. Adopt "Resolution No. 2011-56, A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll."

**Resolution No. 2011-56**

A Resolution of the City of Moreno Valley, California, Authorizing and Approving the Levy of the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development on the County of Riverside Property Tax Roll

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

**E.4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)**

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

**Recommendation: That the City Council:**

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1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2011-12; and
2. Adopt Resolution No. 2011-57 establishing the appropriations limit at \$89,463,807 for the City of Moreno Valley for Fiscal Year 2011-12.

Resolution No. 2011-57

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2011-12

**Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**

**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

**E.5 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2011-12 (Report of: Financial & Administrative Services Department)**

President Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

**Recommendation: That the CSD:**

1. Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2011-12; and
2. Adopt Resolution No. CSD 2011-19 establishing the appropriations limit at \$14,416,480 for the Moreno Valley Community Services District for Fiscal Year 2011-12.

Resolution No. CSD 2011-19

A Resolution of the Moreno Valley Community Services District Establishing the Appropriations Limit for Fiscal Year 2011-12

**Motion to Approve by m/Board Member William H. Batey II, s/Vice-President Jesse L. Molina**

**Approved by a vote of 4-0-1, Board Member Robin N. Hastings absent.**

**E.6 A PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA10-0035) TO IMPLEMENT NEW DESIGN**

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**STANDARDS TO COMPLY WITH THE 2010 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (Report of: Community and Economic Development Department)**

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

**Recommendation: That the City Council:**

1. RECOGNIZE that PA10-0035 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and
2. Introduce Ordinance No. 826 approving PA10-0035, amending sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code (Attachment 3) and Landscape Standards (Attachment 4).

**Ordinance No. 826**

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code Regarding Sections 9.03 Residential Development, 9.08 Grading, 9.11 Parking, Pedestrian and Loading, 9.16 Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

**Motion to Approve and Waive the Reading of the Ordinance by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**  
**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

**E.7 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR THE PERRIS BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE PROJECT - PROJECT NO. 11-41570225 (Report of: Public Works Department)**

Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Pete Bleckert.

**Recommendation: That the City Council:**

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1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;
2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

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

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easements necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Mitigated Negative Declaration (MND) prepared for the Project, that there have been no changes to the approved Project since the approval of the MND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

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

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

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

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

**Motion to Approve by m/Council Member William H. Batey II, s/Mayor**

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**Pro Tem Jesse L. Molina**

**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-58, A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; That the Acquisition and Taking of the Easements In the Herein-Described Property is Necessary for the Project; That the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Properties [APN NOs: 474-064-001, 474-120-008, and 474-120-024]; and

Resolution No. 2011-58

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easement in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

**Motion to Approve by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina**

**Approved by a vote of 4-0-1, Council Member Robin N. Hastings absent.**

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

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

**ADJOURNED REGULAR MEETING  
RECONVENED SPECIAL MEETING**

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

None

**AGENDA ORDER**

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

Radene Ramos Hiers

1. City Manager's salary
2. Soil contamination in District 4
3. Shift of financial responsibility from developers to taxpayers

Marcia Amino

1. City Manager's salary
2. *Bloomberg* article
3. Economic Development Plan

Kenny Bell

1. Jobs
2. Public outbursts at City Council meetings
3. Housing inspections

Pete Bleckert

1. Road Commissioner
2. Edgemont representation
3. Perris Blvd. improvements
4. Electric company missing documents
5. Will do what is necessary to save his reputation

Scott Heveran

1. Public safety
2. Checkpoints
3. Graffiti Removal Program

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4. Red light cameras
5. Important to look after our children

Sue Gilchrist

1. Moreno Valley Equestrian Center sound study
2. Roy Rogers Rangers event
3. Claim filed with City Clerk

Deanna Reeder

1. Aquabella Project
2. Skechers
3. Right to speak

## AGENDA ORDER

### G. REPORTS

**G.3 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE (Report of: Public Works Department)**

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

**Recommendation: That the 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 proceedings for a proposed increase in the CSD Zone D annual parcel charge for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

**G.4 PUBLIC MEETING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED SUB-ZONES FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE (Report of: Public Works Department)**

President Stewart opened the agenda item for public comments, which were received from Jeff Giba (Hidden Springs), Aja Smith (Moreno Valley Ranch), Deanna Reeder (All zones, E3), and Marcia Amino (Hidden Springs).

**Recommendation: That the 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 proceedings for the proposed increase in the

MINUTES  
June 14, 2011

CSD Zone E annual parcel charge for Zone E-1 (TownGate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East) landscape areas.

## **H. LEGISLATIVE ACTIONS**

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

**H.3 ORDINANCES - URGENCY ORDINANCES - NONE**

**H.4 RESOLUTIONS - NONE**

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

Council Member Batey

None

Mayor Pro Tem Molina

None

Council Member Co

None

Mayor Stewart

1. Recent murder is suspected to be gang related; extra gang officers have been assigned
2. Hidden Springs Residents Committee meetings
3. Look at cap for CSD zone administrative and inspection fees
4. Landscaping is a local tract issue
5. Congratulated Pete Bleckert for his recent Masonic recognition

## **CLOSED SESSION - NONE**

## **ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 9:39 p.m. by unanimous informal consent.

Submitted by:

---

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

MINUTES  
June 14, 2011

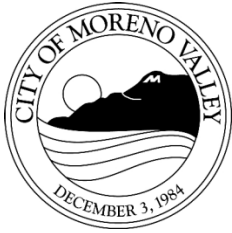
Approved by:

---

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

MINUTES  
June 14, 2011

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** June 28, 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 June 8 – 21, 2011.

<i>Reports on Reimbursable Activities</i> June 8 – 21, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co	6/11/11	Masonic Lodge #804 50 <sup>th</sup> Anniversary
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	6/11/11	Masonic Lodge #804 50 <sup>th</sup> Anniversary

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

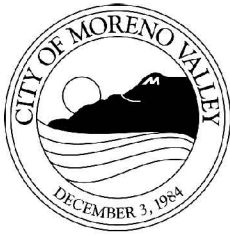
Department Head Approval:  
Jane Halstead  
City Clerk

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>RH</i>
CITY MANAGER	<i>MS</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** Waste Management of the Inland Empire FY 2011/2012 Rate Adjustment

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.

### **BACKGROUND**

Waste Management of the Inland Empire has had an exclusive agreement with the City of Moreno Valley for the collection, transportation, recycling, and disposal of solid waste since April of 1991. The terms and conditions of the original contract were renegotiated and adopted on July 1, 2008. As part of this agreement, the Contractor Service Rates are to be adjusted annually to reflect changes in the Consumer Price Index (CPI), disposal (e.g. tipping fees or tonnage increases), changes in service, and extraordinary costs. The City Council has the authority to approve these annual rate adjustments.

### **DISCUSSION**

The franchise agreement with Waste Management of the Inland Empire stipulates that annual CPI adjustment shall be made effective the first day of July of each calendar year and other adjustments such as tipping fees, service costs, and extraordinary costs, shall be made effective as they occur. The agreement with Waste Management states that the CPI shall be derived by multiplying the service component (Waste Management's cost to provide service to Moreno Valley) by the percentage increased or decreased in the CPI for March of the immediate preceding year. The CPI adjustment for FY 2011/2012 of 2.997% and the decrease in household disposal results in a residential service component rate increase of \$0.10 per month, per home. The average

pounds per household decreased by 8% for refuse and increased by 3% for green waste

Waste Management, Inc. processes green waste by transporting it to BP John who ultimately transports it to Colmac to be processed as transformation (waste-to-energy). BP John has decreased their cost for processing green waste for FY 2011-12.

Additionally, an additional decrease of \$0.03 has been applied to the disposal component to account for the 2010 estimated annual rebate amount for the bulky item program. This rebate is administered by the Riverside County Waste Management Department under a program initiated in 1999 that provides a rebate for waste services program that include bulky item pick-up services. The net effect of the decreased pounds per household and bulky item rebate is a disposal component rate decrease of \$0.35 per month, per home.

Accordingly, with a decrease in the disposal component of \$0.35 and an increase in the residential service component of \$0.45 per month, the new monthly residential rate reflects a total change of an increase of \$0.10 and the new rate is \$21.21.

Along with an increase attributable to the CPI, there has been an increase in the total tons of commercial waste from 26,751 tons to 26,793 tons, resulting in an overall increase for commercial rates. The attached exhibit shows details of the proposed new fees for FY 2011/2012 for all classifications.

### **ALTERNATIVES**

1. Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2011/2012 Rate Adjustment.
2. Do not approve the Waste Management of the Inland Empire proposed FY 2011/2012 Rate Adjustment. *This could result in Waste Management's inability to continue to perform their service as per the contract specifications and would jeopardize the City's agreement with Waste Management.*

### **FISCAL IMPACT**

The City receives a 12.13% franchise fee on all monies collected by Waste Management of the Inland Empire. Any increase or decrease in rates has a proportionate effect on revenues received by the City. Any decrease in the current rates would negatively affect the general fund.

### **CITY COUNCIL GOALS**

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

Community Image, Neighborhood Pride and Cleanliness - Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

**NOTIFICATION**

Publication of the City Council Agenda.

**ATTACHMENTS**

Exhibit "A": City of Moreno Valley Summary of Refuse/Recycling Rates as of July 1, 2011.

Prepared By:  
Ariana Ayala  
Management Analyst

Concurred By:  
Robert R. Lemon  
Maintenance & Operations Division Manager

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

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  
SUMMARY OF REFUSE/RECYCLING RATES  
AS OF JULY 1, 2011**

	03/2010	03/2011	Change	% of Change	
CPI	225.48	232.24	6.76	2.997%	2.997%
<b>Total 2010-2011 Service Adjustment</b>					<b>2.997%</b>

**CURBSIDE RESIDENTIAL SERVICE**

<b>Basic Service</b>	
Single Family Rate	\$21.21
Senior Citizen Discount Rate	\$19.09
<b>Optional Residential Refuse Charges</b>	
"Hard-to-Service" Areas	1.5x approved rate
Container changes in excess of once per year	\$10.26
Additional bulky item pickup (in excess of one item weekly)	\$16.54 minimum
Commercial bin service in lieu of residential curbside collection service	Approved commercial rates
Additional 35-gallon refuse container	\$3.67 /per month
Additional 64-gallon refuse container	\$4.77 /per month
Additional 64-gallon greenwaste container	N/C
Additional 96-gallon refuse container	\$6.36 /per month
Additional 96-gallon greenwaste container	\$5.86 /per month
Additional 96-gallon recycling container	\$2.38 /per month
Per bag charge for trash beyond allowable periodic excess collections	\$2.57
Curbside E-waste pickup (over 3 free)	\$16.54
Temporary bin service (up to 7 days)	\$128.20
Temporary bin service (30 days)	\$282.95
Set up fee	\$12.41

**MULTI-FAMILY REFUSE SERVICE**

Size	QTY	Pick-ups per Week					
		One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.76	497.46	641.10	792.90	940.58

**COMMERCIAL REFUSE SERVICE**

Size	QTY	Pick-ups per Week					
		One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	80.77	145.45	206.15	264.94	327.59	388.31
2.0 Cubic Yard	One	93.84	169.04	239.55	307.93	380.71	451.26
3.0 Cubic Yard	One	119.97	216.06	306.34	393.94	486.90	577.15
4.0 Cubic Yard	One	152.87	275.43	390.51	502.24	620.66	735.75
6.0 Cubic Yard	One	193.16	349.76	497.46	641.10	792.90	940.58

**COMMERCIAL COMPACTOR SERVICE**

(CPI applied to service rate + 3X disposal rate)		Pick-ups per Week					
Size	QTY	One	Two	Three	Four	Five	Six
1.5 Cubic Yard	One	102.48	188.87	271.28	351.78	436.14	518.56
2.0	One	122.79	226.93	326.39	423.72	525.44	624.94
3.0	One	163.38	302.90	436.59	567.52	704.00	837.67
4.0	One	210.76	391.22	564.19	733.80	910.11	1,083.11

**OPTIONAL COMMERCIAL REFUSE CHARGES**

Temporary Bin Service (up to 7 days)	\$ 128.19
Temporary Bin Service (30 days)	\$ 282.95
Extra Empty - First Bin	\$ 51.58
Extra Empty Additional Bins	\$ 22.11
Handling Charge (Pull Outs)	
Per Month, Per Bin - 16 - 35 Feet	
16-35 Feet	\$ 14.87
36-50 Feet	\$ 22.30
OVER 51 Feet	\$ 29.73
Locking Container	\$ 37.17
Restart Fee	\$ 44.60
Special Bin/Container Ltd	\$ 14.67
Coverage Fees	\$ 51.60
Bin Exchange	\$ 74.23
Bulky Item Collection	\$ 16.54
Set Up Fee	\$ 25.85
Redelivery Fee	\$ 51.69

**COMMERCIAL RECYCLING SERVICE**

Size	QTY	Pick-ups per Week	
		One	Two
All Sizes	One	\$ 62.62	\$ 125.24

(disposal component = 0)

**EXHIBIT A**

CITY OF MORENO VALLEY  
SUMMARY OF REFUSE/RECYCLING RATES  
AS OF JULY 1, 2011

ROLLOFF REFUSE SERVICES

Hauling Fee	\$ 210.91	+ landfill fees
Compactor Hauling Fee	\$ 304.87	+ landfill fees
Monthly Minimum Pull Fee (rolloff)	\$ 210.91	
Monthly Minimum Pull Fee (compactor)	\$ 304.87	
Temporary Flat Fee (includes 4 tons)	\$ 367.37	+ landfill fees over 4 tons
C&D Flat Fee (4 includes tons)	\$ 387.37	+ landfill fees over 4 tons
Co-mingle C&D Haul Fee	\$ 403.90	+landfill fees
Delivery	\$ 73.50	
Extra Trip	\$ 73.50	
Relocation	\$ 73.50	
Set Up Fee	\$ 25.85	

**CITY OF MORENO VALLEY  
SUMMARY OF REFUSE/RECYCLING RATES  
AS OF JULY 1, 2011**

**DISPOSAL COMPONENTS OF RATES**

<b>RESIDENTIAL DISPOSAL COMPONENT</b>							
		<b>TRASH</b>	<b>GREEN WASTE</b>				
Pounds per household per week		49.15	21.99				
Pounds-to-tons factor	-	2,000.00	2,000.00				
Monthly factor	x	4.33	4.33				
Riverside County landfill rate as of 7/1/11	x	34.37	\$29.00				
Franchise fee factor	-	0.8787	0.8787				
Monthly Disposal Component for One Residential Household		4.16	\$1.57				
Less Bulky Good Disposal Credit - 2011 year credit (Est.)		(0.03)					
<b>Total Combined Disposal Rate</b>		<b>5.70</b>					
<b>COMMERCIAL DISPOSAL COMPONENT</b>							
		<b>2010</b>	<b>2011</b>	<b>Change</b>			
Tonnage		26,751.93	26,793.73	41.80			
Disposal Gate Fee	\$	34.37	\$ 34.37				
Franchise Fee Factor		87.87%	87.87%				
<b>Total Cost</b>	\$	<b>1,046,391</b>	<b>\$ 1,048,026</b>	<b>0.16%</b>			
 <b>SCHEDULE CALCULATION:</b>							
<b>DISPOSAL COMPONENT MULTIPLIED BY SIZE, QUANTITY, AND FREQUENCY</b>							
		<b>Pick-ups per Week</b>					
<b>Size</b>	<b>Qty</b>	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
1.5 Cubic Yard	One	10.85	21.71	32.56	43.42	54.27	65.13
2.0	One	14.47	28.94	43.42	57.90	72.36	86.84
3.0	One	21.71	43.42	65.13	86.84	108.55	130.26
4.0	One	28.94	57.90	86.84	115.78	144.72	173.68
6.0	One	43.42	86.84	130.26	173.68	217.09	260.51

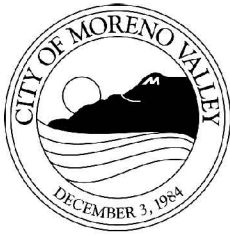
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**SERVICE COMPONENT OF RATES  
(Rate less Disposal Component)**

<b>RESIDENTIAL CURBSIDE SERVICE</b>							
<b>Single Family Rate</b>		<b>\$15.508</b>					
<b>COMMERCIAL REFUSE SERVICE</b>							
		<b>Pick-ups per Week</b>					
<b>Size</b>	<b>QTY</b>	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
1.5 Cubic Yard	One	\$69.92	\$123.74	\$173.59	\$221.53	\$273.32	\$323.19
2.0	One	\$78.37	\$140.10	\$195.13	\$250.03	\$308.35	\$364.42
3.0	One	\$98.26	\$172.65	\$241.21	\$307.10	\$378.35	\$448.89
4.0	One	\$123.93	\$217.54	\$303.67	\$386.46	\$475.94	\$562.07
6.0	One	\$149.75	\$262.92	\$367.20	\$467.42	\$575.81	\$680.07

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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

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

**AGENDA DATE:** June 28, 2011

**TITLE:** NOTICE OF COMPLETION AND ACCEPTANCE OF THE DRACAEA AVENUE SIDEWALK IMPROVEMENTS BETWEEN MORRISON STREET AND MASCOT LANE  
PROJECT NO. 10-12567129

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

### **BACKGROUND**

On January 11, 2011, the City Council awarded the construction contract to Mamco, Inc. for the Dracaea Avenue Sidewalk Improvements project. A purchase order in the amount of \$148,898.99 (the bid amount of \$119,119.19 plus 25% contingency of \$29,779.80) was issued to the Contractor. A Notice-to-Proceed was issued to the Contractor to start the construction on March 28, 2011.

## **DISCUSSION**

Mamco, Inc. completed the construction of Dracaea Avenue Sidewalk Improvements on May 6, 2011. The project provided the unimproved area on the north side of Dracaea Avenue between Morrison Street and Mascot Lane with new curb, gutter, sidewalk, and asphalt concrete pavement. The project also reconstructed the access ramp on the northeast corner of Dracaea Avenue and Morrison Street and two access ramps at the Valley View High School entrance on Dracaea Avenue. The project enhances safety for students walking to and from Mountain View Middle School and Valley View High School.

The Contractor completed the project at a total construction cost of \$130,193.34 inclusive of Contract Change Orders No. 1 and No. 2 of \$11,074.15. The final contract total cost did not exceed the approved purchase order amount of \$148,898.99. The project was completed ahead of schedule, within budget, and in accordance with project's contract documents.

## **ALTERNATIVES**

1. Accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the Contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for the Dracaea Avenue Sidewalk Improvements between Morrison Street and Mascot Lane, constructed by Mamco, Inc., 16840 Van Buren Boulevard, Suite 200, Riverside, CA 92504, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Mamco, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

**FISCAL IMPACT**

This project is included in the Fiscal Year 2010/2011 Capital Improvements Project Budget and is financed by Measure A (Fund 125) and SR2S grant which reimburses up to 82% of the project's costs. There is no impact to the General Fund.

**AVAILABLE FUNDS:**

Fiscal Year 2010/2011 Funds (Account No. 125.67129).....	\$238,710
SR2S Grant.....	\$210,000
Local Match (Measure A, Fund 125) .....	<u>\$28,710</u>
Total Available Funds .....	\$238,710

**PROJECT'S COSTS:**

In-House Design .....	\$38,000.00
Construction .....	\$130,194.00
Construction Surveying and Geotechnical/Material Testing.....	\$13,550.00
City Staff Construction Administration/Engineering and Inspection.....	<u>\$25,000.00</u>
Total Project's Costs .....	\$206,744.00

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

Provides 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 improvement are constructed and maintained.

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

This project improves the north side of Dracaea Avenue between Morrison Street and Mascot Lane to provide sidewalk, curb and gutter, pavement, access ramp replacement, and enhance safety for students and drivers. The City Council is requested to approve the award of the construction contract to Mamco, Inc.

**ATTACHMENTS**

Attachment "A" – Location Map

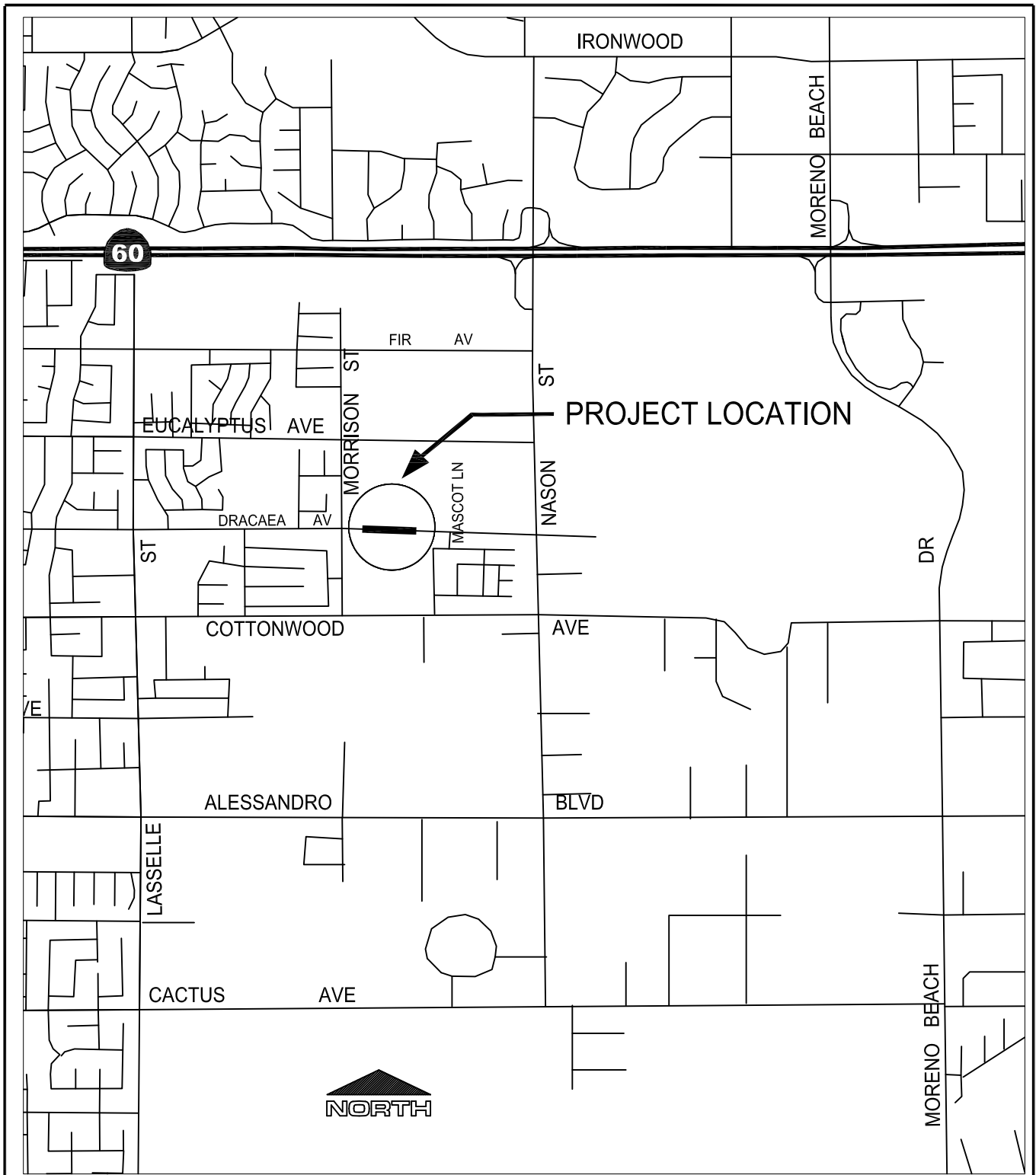
Prepared By:  
 Quang Nguyen  
 Senior Engineer, P.E.


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:

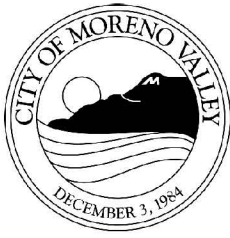
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	<b>SIDEWALK IMPROVEMENTS PROJECT</b>	
	Public Works Department Capital Projects Division	<b>DRACAEA AVENUE</b> BETWEEN MORRISON ST. AND MASCOT LN. PROJECT NO. 10-12567129
	<b>LOCATION MAP</b>	

**ATTACHMENT "A"**

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Richard Teichert, Financial & Administrative Services Director

**AGENDA DATE:** June 28, 2011

**TITLE:** APPROVAL OF CHECK REGISTER FOR APRIL, 2011

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2011-63, approving the Check Register for the month of April, 2011 in the amount of \$13,104,818.91.

### **DISCUSSION**

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

### **FISCAL IMPACT**

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

### **ATTACHMENTS/EXHIBITS**

Resolution No. 2011-63  
Check Register for Month of April, 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. 2011-63

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period April 1, 2011 through April 30, 2011, for review and approval by the City Council of the City of Moreno Valley;

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period April 1, 2011 through April 30, 2011, in the total amount of \$13,104,818.91 is approved.

APPROVED AND ADOPTED this 28th day of June, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>AEI-CASC ENGINEERING</b>			<u>Remit to:</u> <b>COLTON</b>	<b>CA</b>
4/4/2011	882398	184,125.49		
			CONSULTING SVCS-WQMP	1,917.60
			CONSULTING SVCS-WQMP	1,462.25
			IRONWD AVE/DAY ST-BARCLAY PROJ	80,003.98
			IRONWD AVE/DAY ST-BARCLAY PROJ	100,741.66
	<b>Vendor Total</b>	<b>184,125.49</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>224,603.69</b>		
<b>AFTERSCHOOL STORE.COM</b>			<u>Remit to:</u> <b>PALMDALE</b>	<b>CA</b>
4/18/2011	207426	42,567.48		
			AFTERSCHOOL SNACKS-STARS	32,382.10
			AFTERSCHOOL SNACKS-STARS	10,185.38
	<b>Vendor Total</b>	<b>42,567.48</b>		
<b>FYTD for AFTERSCHOOL STORE.COM</b>		<b>276,744.34</b>		
<b>BARCO ASSIGNMENTS LTD.</b>			<u>Remit to:</u> <b>BELLEVILLE, ST MICHA *</b>	
4/11/2011	207321	260,696.00		
			SETTLEMENT-ANNUITY PURCH.	260,696.00
	<b>Vendor Total</b>	<b>260,696.00</b>		
<b>FYTD for BARCO ASSIGNMENTS LTD.</b>		<b>260,696.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BEMUS LANDSCAPE, INC.</b>				
			<u>Remit to:</u> <b>SAN CLEMENTE</b>	<b>CA</b>
4/25/2011	882582	40,984.18		
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE/OLD LAKE R	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-STARS	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
			LANDSCAPE MAINT-E4	85.00
		<b>Vendor Total</b>	<b>40,984.18</b>	
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>472,744.47</b>		
<b>BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	882489	26,191.50		
			LEGAL SERVICES-HR	13,946.64
			LEGAL SERVICES-HR	12,159.36
			LEGAL SERVICES-HR	85.50
		<b>Vendor Total</b>	<b>26,191.50</b>	
<b>FYTD for BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>		<b>73,196.30</b>		
<b>BURLINGTON COAT FACTORY</b>				
			<u>Remit to:</u> <b>BURLINGTON</b>	<b>NJ</b>
4/7/2011	110404	75,000.00		
			PARTICIPATION AGREEMNT FY09-10	75,000.00
		<b>Vendor Total</b>	<b>75,000.00</b>	
<b>FYTD for BURLINGTON COAT FACTORY</b>		<b>75,000.00</b>		
<b>CARBULLIDO, BETTY ANN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207326	38,351.00		
			PROP IMPRVMT/SEVERANCE DMGS	38,351.00
		<b>Vendor Total</b>	<b>38,351.00</b>	
<b>FYTD for CARBULLIDO, BETTY ANN</b>		<b>38,351.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>E.T. ENVIRONMENTAL</b>				
			Remit to: <b>HERMOSA BEACH</b>	<b>CA</b>
4/11/2011	207346	39,290.00		
			REFUND-PLANNING FEES	39,290.00
<b>Vendor Total</b>		<b>39,290.00</b>		

<b>FYTD for E.T. ENVIRONMENTAL</b>	<b>63,800.00</b>
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<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/25/2011	207532	28,549.43		
			WATER CHARGES	1,033.71
			WATER CHARGES	932.37
			WATER CHARGES	239.44
			WATER CHARGES	733.91
			WATER CHARGES	4,598.96
			WATER CHARGES	1,180.38
			WATER CHARGES	1,228.84
			WATER CHARGES	2,343.62
			WATER CHARGES	2,364.68
			WATER CHARGES	5,773.44
			WATER CHARGES	1,270.84
			WATER CHARGES	185.90
			WATER CHARGES	758.04
			WATER CHARGES	1,705.64
			WATER CHARGES	128.80
			WATER CHARGES	1,024.99
			WATER CHARGES	684.76
			WATER CHARGES	181.24
			WATER CHARGES	277.79
			WATER CHARGES	240.58
			WATER CHARGES	242.13
			WATER CHARGES	900.43
			WATER CHARGES	518.94
<b>Vendor Total</b>		<b>28,549.43</b>		

<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>	<b>1,172,152.33</b>
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<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
			Remit to:	
4/8/2011	2837	34,615.52		
			STATE INCOME TAX W/H 4/8/11	34,615.52
4/22/2011	2845	33,052.64		
			STATE INCOME TAX W/H 4/22/11	33,052.64
<b>Vendor Total</b>		<b>67,668.16</b>		

<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>	<b>907,814.88</b>
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# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>H &amp; H GENERAL CONTRACTORS</b>				
			<u>Remit to:</u> <b>HIGHLAND</b> <b>CA</b>	
4/11/2011	207359	360,254.52		
			MV UTIL. PROJ CONSTRUCT. SVCS	155,997.90
			MV UTIL. PROJ CONSTRUCT. SVCS	204,256.62
<b>Vendor Total</b>		<b>360,254.52</b>		
<b>FYTD for H &amp; H GENERAL CONTRACTORS</b>		<b>844,928.64</b>		
<b>INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
4/18/2011	207453	25,000.00		
			BUSINESS COUNSELING SVCS-EDD	12,500.00
			BUSINESS COUNSELING SVCS-EDD	12,500.00
<b>Vendor Total</b>		<b>25,000.00</b>		
<b>FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>		<b>35,000.00</b>		
<b>INTERNAL REVENUE SERVICE</b>				
			<u>Remit to:</u>	
4/8/2011	2836	138,895.21		
			FED INCOME TAX W/H 4/8/11	138,895.21
4/22/2011	2844	134,396.63		
			FED INCOME TAX W/H 4/22/11	134,396.63
<b>Vendor Total</b>		<b>273,291.84</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>2,921,441.54</b>		
<b>KDM MERIDIAN, INC.</b>				
			<u>Remit to:</u> <b>LAKE FOREST</b> <b>CA</b>	
4/18/2011	882546	36,515.00		
			ADA COMPLIANT CURB RAMP UPGRDS	33,044.00
			DAY ST WIDENING/EUCALYPTUS AVE	3,471.00
<b>Vendor Total</b>		<b>36,515.00</b>		
<b>FYTD for KDM MERIDIAN, INC.</b>		<b>57,657.50</b>		
<b>LAW OFFICES OF GARY S. BENNETT</b>				
			<u>Remit to:</u> <b>LAGUNA HILLS</b> <b>CA</b>	
4/11/2011	207371	350,000.00		
			SETTLEMENT	350,000.00
<b>Vendor Total</b>		<b>350,000.00</b>		
<b>FYTD for LAW OFFICES OF GARY S. BENNETT</b>		<b>350,000.00</b>		
<b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>				
			<u>Remit to:</u> <b>CHICAGO</b> <b>IL</b>	
4/25/2011	207548	61,073.05		
			PERRIS BL WIDENING FROM RAM XP	26,828.35
			PERRIS BL WIDENING FROM RAM XP	34,244.70
<b>Vendor Total</b>		<b>61,073.05</b>		
<b>FYTD for LIM &amp; NASCIMENTO ENGINEERING CORP.</b>		<b>306,370.89</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY UTILITY</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/18/2011	207463	52,255.92		
			ELECTRICITY	132.28
			ELECTRICITY	828.31
			ELECTRICITY	237.64
			ELECTRICITY	1,716.70
			ELECTRICITY	9,392.16
			ELECTRICITY	9,244.95
			ELECTRICITY	2,488.25
			ELECTRICITY	4,581.85
			ELECTRICITY	709.58
			ELECTRICITY	1,666.13
			ELECTRICITY	12,115.51
			ELECTRICITY	7,028.53
			ELECTRICITY	191.01
			ELECTRICITY	126.81
			ELECTRICITY	81.52
			ELECTRICITY	61.14
			ELECTRICITY	61.14
			ELECTRICITY	127.77
			ELECTRICITY	68.06
			ELECTRICITY	1,396.58
<b>Vendor Total</b>		<b>52,255.92</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>686,120.43</b>		
<b>NOBLE AMERICAS ENERGY SOLUTIONS</b>				
			Remit to: <b>PASADENA</b>	<b>CA</b>
4/11/2011	207381	76,719.98		
			ENERGY SERVICE CHARGES	76,719.98
<b>Vendor Total</b>		<b>76,719.98</b>		
<b>FYTD for NOBLE AMERICAS ENERGY SOLUTIONS</b>		<b>239,874.64</b>		
<b>ORANGE COAST TITLE COMPANY</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/21/2011	110409	29,600.00		
			J.&F.MACIAS-13811 BELLCREST CT	29,600.00
<b>Vendor Total</b>		<b>29,600.00</b>		
<b>FYTD for ORANGE COAST TITLE COMPANY</b>		<b>935,258.54</b>		
<b>PERS HEALTH INSURANCE</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
4/7/2011	110402	215,157.99		
			EMPLOYEE HEALTH INS 4/7/11	215,157.99
<b>Vendor Total</b>		<b>215,157.99</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>2,031,678.25</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERS RETIREMENT</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
4/1/2011	2829	205,782.18	PERS RETIREMENT 4/1/11	205,782.18
4/15/2011	2838	201,566.16	PERS RETIREMENT 4/15/11	201,566.16
4/29/2011	2847	202,150.80	PERS RETIREMENT 4/29/11	202,150.80
<b>Vendor Total</b>		<b>609,499.14</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>4,397,013.92</b>		
<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207393	75,959.62	COST SHARING CONSULTANT SVCS	75,959.62
<b>Vendor Total</b>		<b>75,959.62</b>		
<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>		<b>94,419.22</b>		
<b>RIVERSIDE CONSTRUCTION COMPANY, INC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	882457	366,115.50	IRONWD AVE ST/STORM DRAIN PROJ	47,350.80
			IRONWD AVE ST/STORM DRAIN PROJ	78,161.10
			IRONWD AVE ST/STORM DRAIN PROJ	21,707.87
			IRONWD AVE ST/STORM DRAIN PROJ	218,895.73
4/18/2011	882561	239,056.20	IRONWD AVE-DAY TO BARCLAY PROJ	239,056.20
4/7/2011	110405	40,679.50	RETENTN PYMT PER ESCROW AGRMNT	40,679.50
4/26/2011	110410	26,561.80	RETENTN PYMT PER ESCROW AGRMNT	26,561.80
<b>Vendor Total</b>		<b>672,413.00</b>		
<b>FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC</b>		<b>2,955,545.50</b>		





# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RIVERSIDE COUNTY SHERIFF</b>			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	882458	2,459,147.63		
			CONTRACT LAW ENF BILL #6	44,075.23
			CONTRACT LAW ENF BILL #6	237.06
			CONTRACT LAW ENF BILL #6	1,312,933.23
			CONTRACT LAW ENF BILL #6	52,725.78
			CONTRACT LAW ENF BILL #6	352,615.20
			CONTRACT LAW ENF BILL #6	6,281.44
			CONTRACT LAW ENF BILL #6	74,918.51
			CONTRACT LAW ENF BILL #6	2,490.89
			CONTRACT LAW ENF BILL #6	72,093.73
			CONTRACT LAW ENF BILL #6	1,855.04
			CONTRACT LAW ENF BILL #6	168,256.47
			CONTRACT LAW ENF BILL #6	1,765.28
			CONTRACT LAW ENF BILL #6	267,159.75
			CONTRACT LAW ENF BILL #6	759.44
			CONTRACT LAW ENF BILL #6	31,712.20
			CONTRACT LAW ENF BILL #6	278.96
			CONTRACT LAW ENF BILL #6	43,707.80
			CONTRACT LAW ENF BILL #6	16,037.89
			CONTRACT LAW ENF BILL #6	8,730.69
			CONTRACT LAW ENF BILL #6	513.04
4/25/2011	882603	2,441,375.63		
			CONTRACT LAW ENF BILL #7	44,007.15
			CONTRACT LAW ENF BILL #7	579.56
			CONTRACT LAW ENF BILL #7	1,303,845.01
			CONTRACT LAW ENF BILL #7	58,853.78
			CONTRACT LAW ENF BILL #7	353,934.83
			CONTRACT LAW ENF BILL #7	5,401.44
			CONTRACT LAW ENF BILL #7	74,676.21
			CONTRACT LAW ENF BILL #7	7,427.17
			CONTRACT LAW ENF BILL #7	69,736.59
			CONTRACT LAW ENF BILL #7	1,097.36
			CONTRACT LAW ENF BILL #7	170,179.66
			CONTRACT LAW ENF BILL #7	3,308.80
			CONTRACT LAW ENF BILL #7	247,910.12
			CONTRACT LAW ENF BILL #7	7,420.87
			CONTRACT LAW ENF BILL #7	34,151.60
			CONTRACT LAW ENF BILL #7	221.76
			CONTRACT LAW ENF BILL #7	40,104.61
			CONTRACT LAW ENF BILL #7	2,451.61
			CONTRACT LAW ENF BILL #7	11,096.84
			CONTRACT LAW ENF BILL #7	4,690.82
			CONTRACT LAW ENF BILL #7	279.84
<b>Vendor Total</b>		<b>4,900,523.26</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>22,414,946.15</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SAN PEDRO SIGN COMPANY</b>				
4/18/2011	207499	285,300.00	<u>Remit to:</u> <b>WILMINGTON</b> <b>CA</b> AUTO MALL PYLON SIGN PROJECT	285,300.00
<b>Vendor Total</b>		<b>285,300.00</b>		
<b>FYTD for SAN PEDRO SIGN COMPANY</b>		<b>285,300.00</b>		
<b>SOCAL ENGINEERS, INC.</b>				
4/18/2011	207481	85,257.00	<u>Remit to:</u> <b>IRVINE</b> <b>CA</b> SUNNYMD RNCH PKWY TRAF SIGNAL	85,257.00
<b>Vendor Total</b>		<b>85,257.00</b>		
<b>FYTD for SOCAL ENGINEERS, INC.</b>		<b>85,257.00</b>		
<b>SOCO GROUP, INC</b>				
4/25/2011	882605	32,478.71	<u>Remit to:</u> <b>PERRIS</b> <b>CA</b> FUEL PURCHASE FUEL PURCHASE FUEL PURCHASE FUEL PURCHASE	6,815.54 9,014.77 8,386.38 8,262.02
<b>Vendor Total</b>		<b>32,478.71</b>		
<b>FYTD for SOCO GROUP, INC</b>		<b>276,538.25</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>FULLERTON</b>	<b>CA</b>
4/4/2011	207278	114,000.00	TUBULAR STEEL POLE-RELOC/INSTL	114,000.00
4/4/2011	207279	27,725.95	WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	3,142.37
			WDAT CHARGES-GLOBE	7,038.45
			WDAT CHARGES-NANDINA	2,647.31
			WDAT CHARGES-FREDERICK	1,825.29
			WDAT CHARGES-SUBSTATION	10,447.31
4/18/2011	207483	152,532.56	ELECTRICITY	664.21
			ELECTRICITY	114.73
			ELECTRICITY	254.29
			ELECTRICITY	65.01
			ELECTRICITY	823.16
			ELECTRICITY	1,047.87
			ELECTRICITY	139.68
			ELECTRICITY	2,238.58
			ELECTRICITY	966.67
			ELECTRICITY	862.78
			ELECTRICITY	2,637.15
			ELECTRICITY	136.87
			ELECTRICITY	1,163.42
			ELECTRICITY	21.11
			ELECTRICITY	95,903.97
			ELECTRICITY	40,204.60
			ELECTRICITY	4,906.38
			ELECTRICITY	85.91
			ELECTRICITY	44.03
			ELECTRICITY	23.51
			ELECTRICITY	45.97
			ELECTRICITY	64.02
			ELECTRICITY	73.51
			ELECTRICITY	45.13
4/25/2011	207576	34,199.13	ELECTRICITY	388.10
			ELECTRICITY	14,146.73
			ELECTRICITY	183.21
			ELECTRICITY	5,328.34
			ELECTRICITY	2,370.54
			ELECTRICITY	19.24
			ELECTRICITY	568.84
			ELECTRICITY	1,935.06
			ELECTRICITY	765.80
			ELECTRICITY	125.22
			ELECTRICITY	4,700.59
			ELECTRICITY	201.64
			ELECTRICITY	164.31
			ELECTRICITY	1,698.21
			ELECTRICITY	251.98
			ELECTRICITY	459.40
			ELECTRICITY	518.60



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	163.67
			ELECTRICITY	178.13
			ELECTRICITY	31.52
<b>Vendor Total</b>		<b>328,457.64</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>3,827,097.62</b>		
<b>STANDARD INSURANCE CO</b>				
			Remit to: <b>PORTLAND</b>	<b>OR</b>
4/11/2011	207409	30,531.49		
			LIFE & DISABILITY INSURANCE	11,869.75
			LIFE & DISABILITY INSURANCE	18,525.04
			LIFE & DISABILITY INSURANCE	136.70
<b>Vendor Total</b>		<b>30,531.49</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>324,579.61</b>		
<b>U.S. BANK/CALCARDS</b>				
			Remit to: <b>ST. LOUIS</b>	<b>MO</b>
4/13/2011	110406	65,032.15		
			CALCARD PYMT CYCLE END 4/7/11	65,032.15
4/28/2011	110411	117,455.41		
			CALCARD PYMT CYCLE END 4/22/11	117,455.41
<b>Vendor Total</b>		<b>182,487.56</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,736,073.17</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/25/2011	110407	997,737.74		
			2005 LRB SEMI-ANLN DEBT SVC	997,737.74
4/25/2011	110408	1,115,985.66		
			2007 TAX LRB SEMI-ANLN DBT SVC	1,115,985.66
<b>Vendor Total</b>		<b>2,113,723.40</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>8,873,003.56</b>		
<b>WEST COAST STRUCTURES INC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207299	28,885.27		
			SUNNYMD BLVD PED ACCESS RAMP	28,885.27
<b>Vendor Total</b>		<b>28,885.27</b>		
<b>FYTD for WEST COAST STRUCTURES INC</b>		<b>28,885.27</b>		
<b>WRCRCA</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/18/2011	207497	96,052.93		
			RESIDENT & COMM./INDUSTR FEES	5,740.00
			RESIDENT & COMM./INDUSTR FEES	90,312.93
<b>Vendor Total</b>		<b>96,052.93</b>		
<b>FYTD for WRCRCA</b>		<b>1,373,203.61</b>		
<b>Subtotal</b>		<b>11,724,860.56</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>COMPASS BANK</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207421	154.51		
			REFUND-FALSE ALARM FEE	120.00
			REFUND-FALSE ALARM FEE	34.51
<b>Vendor Total</b>		<b>154.51</b>		
<b>FYTD for COMPASS BANK</b>		<b>154.51</b>		
<b>ROY, PATRICIA/PHILLIP</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207500	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for ROY, PATRICIA/PHILLIP</b>		<b>50.00</b>		
<b>SMITH, NICKY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207422	152.80		
			REFUND-PICNIC SHLTR FEE	152.80
<b>Vendor Total</b>		<b>152.80</b>		
<b>FYTD for SMITH, NICKY</b>		<b>152.80</b>		
<b>99 CENT BARGAIN MART</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207501	78.62		
			REFUND-BUS LIC OVRPMT	78.62
<b>Vendor Total</b>		<b>78.62</b>		
<b>FYTD for 99 CENT BARGAIN MART</b>		<b>78.62</b>		
<b>A &amp; I REPROGRAPHICS 2406362</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/18/2011	207423	113.12		
			RPRGRPHC SVCS-60/NASON BRIDGE	45.15
			RPRGRPHC SVCS-BRIDGE MAINT.	654.57
			RPRGRPHC SVCS-BRIDGE MAINT.	-665.44
			RPRGRPHC SVCS-BRIDGE MAINT.	78.84
4/25/2011	207502	482.98		
			RPRGRPHC SVCS-SHADOW MTN PARK	27.19
			RPRGRPHC SVCS-SR60/NASON INTER	455.79
<b>Vendor Total</b>		<b>596.10</b>		
<b>FYTD for A &amp; I REPROGRAPHICS 2406362</b>		<b>25,160.55</b>		



# City of Moreno Valley

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For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>A N R INDUSTRIES, INC</b>				
			<u>Remit to:</u> <b>SANTA FE SPRINGS</b> <b>CA</b>	
4/18/2011	207424	15,862.16	REHAB COSTS-24105 ROTHBURY DR	15,862.16
<b>Vendor Total</b>		<b>15,862.16</b>		
<b>FYTD for A N R INDUSTRIES, INC</b>		<b>346,877.51</b>		
<b>ACCESS SECURITY CONTROLS INT., INC.</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
4/11/2011	207307	75.00	MONITORING SVCS-ERC	75.00
4/18/2011	207425	150.00	MONITORING SVCS-FAC STORAGE MONITORING SVCS-SNNYMD ELEM	75.00 75.00
<b>Vendor Total</b>		<b>225.00</b>		
<b>FYTD for ACCESS SECURITY CONTROLS INT., INC.</b>		<b>5,267.00</b>		
<b>ACCOUNTEMPS</b>				
			<u>Remit to:</u> <b>SAN FRANCISCO</b> <b>CA</b>	
4/11/2011	207308	2,225.74	TEMP SVCS-V ARGUTA W/E 3/11/11	2,225.74
<b>Vendor Total</b>		<b>2,225.74</b>		
<b>FYTD for ACCOUNTEMPS</b>		<b>29,538.36</b>		
<b>ADAMS, MARK L.</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/4/2011	882396	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>3,187.30</b>		
<b>ADDICTION MEDICINE CONSULTANTS, INC.</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/11/2011	207309	55.00	DRUG/ALCOHOL TESTING PRGM	55.00
<b>Vendor Total</b>		<b>55.00</b>		
<b>FYTD for ADDICTION MEDICINE CONSULTANTS, INC.</b>		<b>1,430.00</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	882397	283.34	K9 TRAINING-PD	283.34
<b>Vendor Total</b>		<b>283.34</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>19,744.09</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ADMINSURE</b>				
			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
4/11/2011	207310	2,600.00		
			WRKMNS COMP ADMIN SVCS	2,600.00
<b>Vendor Total</b>		<b>2,600.00</b>		

<b>FYTD for ADMINSURE</b>	<b>26,000.00</b>
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<b>ADVANCED ELECTRIC</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207180	883.00		
			ELECTRIC REPAIRS-PARKS	130.00
			ELECTRIC REPAIRS-PARKS	62.00
			ELECTRIC REPAIRS-PARKS	135.00
			ELECTRIC REPAIRS-PARKS	66.00
			ELECTRIC REPAIRS-PARKS	215.00
			ELECTRIC REPAIRS-PARKS	62.00
			ELECTRIC REPAIRS-PARKS	62.00
			ELECTRIC REPAIRS-PARKS	62.00
			ELECTRIC REPAIRS-PARKS	89.00
4/11/2011	207311	9,214.00		
			ELECTRIC REPAIRS-CONF & REC CT	6,205.00
			ELECTRIC REPAIRS-SENIOR CTR	891.00
			ELECTRIC REPAIRS-STARS BLDG	1,740.00
			ELECTRIC REPAIRS-POLICE	248.00
			ELECTRIC REPAIRS-POLICE	6.00
			ELECTRIC REPAIRS-PSB	124.00
4/25/2011	207503	237.00		
			LIGHT REPAIRS-GOLF COURSE	237.00
<b>Vendor Total</b>		<b>10,334.00</b>		

<b>FYTD for ADVANCED ELECTRIC</b>	<b>79,838.60</b>
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<b>ADVANTAGE BUSINESS EQUIPMENT, INC</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b>	<b>CA</b>
4/11/2011	882484	154.31		
			BLANK CHECK STOCK-FINANCE	1.38
			BLANK CHECK STOCK-FINANCE	152.93
4/25/2011	882576	356.14		
			WYCOM SIGNATURE CHANGE	356.14
<b>Vendor Total</b>		<b>510.45</b>		

<b>FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC</b>	<b>2,077.95</b>
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# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AEI-CASC ENGINEERING</b>				
			Remit to: <b>COLTON</b>	<b>CA</b>
4/18/2011	882533	10,719.58		
			IRONWD AVE/DAY ST-BARCLAY PROJ	2,853.09
			IRONWD AVE/DAY ST-BARCLAY PROJ	7,866.49
4/25/2011	882577	18,499.58		
			CONSULTING SVCS-WQMP	543.75
			CONSULTING SVCS-WQMP	1,917.60
			BOX SPRINGS RD IMPRVMENTS PROJ	16,038.23
<b>Vendor Total</b>		<b>29,219.16</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>224,603.69</b>		
<b>AHLERS, ROSCEAL</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/11/2011	207312	190.00		
			INSTRUCTIONAL SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for AHLERS, ROSCEAL</b>		<b>1,216.00</b>		
<b>ALICEA, RICHARD</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207427	156.06		
			MILEAGE REIMBURSEMENT	78.54
			MILEAGE REIMBURSEMENT	77.52
<b>Vendor Total</b>		<b>156.06</b>		
<b>FYTD for ALICEA, RICHARD</b>		<b>959.10</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
			Remit to: <b>NEWARK</b>	<b>NJ</b>
4/11/2011	207313	75.00		
			NON-EXEMPT ANNUITY	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>750.00</b>		
<b>ALTERNATIVES TO DOMESTIC VIOLENCE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207314	1,722.57		
			CDBG FUNDED SVCS-DOM VIOL	1,722.57
4/18/2011	207428	1,904.85		
			CDBG SVCS-DOM VIOL SVCS	1,904.85
<b>Vendor Total</b>		<b>3,627.42</b>		
<b>FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE</b>		<b>7,084.67</b>		
<b>ALTOVA, INC</b>				
			Remit to: <b>BEVERLY</b>	<b>MA</b>
4/4/2011	207181	1,013.91		
			MISSIONKIT SOFTWARE-TECH SVCS	1,013.91
<b>Vendor Total</b>		<b>1,013.91</b>		
<b>FYTD for ALTOVA, INC</b>		<b>1,013.91</b>		





# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ALVAREZ, EDDIE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207182	450.00		
			REFUND-RNTL DEP 3/21/11	450.00
<b>Vendor Total</b>		<b>450.00</b>		
<b>FYTD for ALVAREZ, EDDIE</b>		<b>450.00</b>		
<b>ALVAREZ, JUAN C</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/25/2011	207504	210.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>210.00</b>		
<b>FYTD for ALVAREZ, JUAN C</b>		<b>210.00</b>		
<b>AMERICAN BUILDING MAINTENANCE CO</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/4/2011	207183	45.12		
			REFUND-BUS LIC OVRPMT	45.12
<b>Vendor Total</b>		<b>45.12</b>		
<b>FYTD for AMERICAN BUILDING MAINTENANCE CO</b>		<b>45.12</b>		
<b>AMERICAN FORENSIC NURSES</b>				
			Remit to: <b>PALM SPRINGS</b>	<b>CA</b>
4/4/2011	882399	2,290.08		
			BLOOD DRAWS-PD	41.08
			BLOOD DRAWS-PD	2,249.00
4/11/2011	882485	2,659.12		
			BLOOD DRAWS-PD	2,659.12
4/25/2011	882578	2,382.12		
			BLOOD DRAWS-PD	82.16
			BLOOD DRAWS-PD	713.82
			BLOOD DRAWS-PD	1,586.14
<b>Vendor Total</b>		<b>7,331.32</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>29,072.34</b>		
<b>AMERICAN QUICK PRINTING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882486	543.75		
			PRINTING SVCS-FIRE	543.75
<b>Vendor Total</b>		<b>543.75</b>		
<b>FYTD for AMERICAN QUICK PRINTING</b>		<b>2,955.83</b>		
<b>AMERICAN TOWERS</b>				
			Remit to: <b>CHARLOTTE</b>	<b>NC</b>
4/11/2011	207315	2,573.48		
			ATC TOWER LEASE-BOX SPRINGS	2,573.48
<b>Vendor Total</b>		<b>2,573.48</b>		
<b>FYTD for AMERICAN TOWERS</b>		<b>18,014.36</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AMTECH ELEVATOR SERVICES</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
4/11/2011	207316	121.92	ELEVATOR SVCS-CITY HALL	121.92
<b>Vendor Total</b>		<b>121.92</b>		
<b>FYTD for AMTECH ELEVATOR SERVICES</b>		<b>1,744.18</b>		
<b>ANAYA, KIM REYE</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/18/2011	207429	297.46	TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
<b>Vendor Total</b>		<b>297.46</b>		
<b>FYTD for ANAYA, KIM REYE</b>		<b>537.36</b>		
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
			<u>Remit to:</u> <b>GRAND TERRACE</b> <b>CA</b>	
4/25/2011	882579	145.00	EMERGENCY VET SVCS-ANML SHLTR	75.00
			EMERGENCY VET SVCS-ANML SHLTR	70.00
<b>Vendor Total</b>		<b>145.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>2,335.00</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CHINO</b> <b>CA</b>	
4/18/2011	207430	1,790.00	PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MVEC/MARCH FLD	330.00
			PEST CNTRL SVC-PAL	100.00
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF CTR	180.00
			PEST CNTRL SVC-STARS	100.00
<b>Vendor Total</b>		<b>1,790.00</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>17,900.00</b>		
<b>ARCHIPELAGO LIGHTING</b>				
			<u>Remit to:</u> <b>MONTCLAIR</b> <b>CA</b>	
4/18/2011	882534	2,163.63	6' & 8' STREET SIGN KITS	2,163.63
<b>Vendor Total</b>		<b>2,163.63</b>		
<b>FYTD for ARCHIPELAGO LIGHTING</b>		<b>99,044.22</b>		
<b>ARCHIVE MANAGEMENT SERVICE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/25/2011	882580	1,374.39	OFFSITE STORAGE-CITY CLERKS	1,374.39
<b>Vendor Total</b>		<b>1,374.39</b>		
<b>FYTD for ARCHIVE MANAGEMENT SERVICE</b>		<b>13,900.57</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ARMANDO'S MEXICAN FOOD</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207184	22.22		
			REFUND-BUS LIC OVRPMT	22.22
<b>Vendor Total</b>		<b>22.22</b>		
<b>FYTD for ARMANDO'S MEXICAN FOOD</b>		<b>22.22</b>		
<b>ARROWHEAD WATER</b>				
			Remit to: <b>COLTON</b>	<b>CA</b>
4/4/2011	207185	175.02		
			WATER PURIF RNTL-ANML SHLTR	50.02
			WATER PURIF RNTL-SENIOR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TS ANNEX	25.00
			WATER PURIF RNTL-FAC ANNEX	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
4/11/2011	207317	25.00		
			WATER PURIF RNTL-STARS	25.00
4/18/2011	207431	25.00		
			WATER PURIF RNTL-EOC	25.00
<b>Vendor Total</b>		<b>225.02</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>5,590.43</b>		
<b>ASSISTANCE LEAGUE OF RIVERSIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207318	10,000.00		
			CDBG FUNDED SVCS-CLOTHING PRGM	10,000.00
<b>Vendor Total</b>		<b>10,000.00</b>		
<b>FYTD for ASSISTANCE LEAGUE OF RIVERSIDE</b>		<b>20,000.00</b>		
<b>AT &amp; T STATE CALLING SERVICE</b>				
			Remit to: <b>CAROL STREAM</b>	<b>IL</b>
4/18/2011	207432	4.48		
			PHONE CHARGES	4.48
<b>Vendor Total</b>		<b>4.48</b>		
<b>FYTD for AT &amp; T STATE CALLING SERVICE</b>		<b>7.87</b>		
<b>AT&amp;T MOBILITY</b>				
			Remit to: <b>CAROL STREAM</b>	<b>IL</b>
4/4/2011	207186	91.98		
			CELL PHONE SVCS-PD MBL CMND CT	91.98
<b>Vendor Total</b>		<b>91.98</b>		
<b>FYTD for AT&amp;T MOBILITY</b>		<b>918.74</b>		
<b>AT&amp;T/MCI</b>				
			Remit to: <b>WEST SACRAMENTO</b>	<b>CA</b>
4/4/2011	207187	183.36		
			COMMUNICATION SVCS-PD	183.36
<b>Vendor Total</b>		<b>183.36</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>1,834.74</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>AV GRAPHICS, INC.</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/25/2011	207505	2,630.63		
			ADMIN CITATIONS-PD	2,555.63
			ADMIN CITATIONS-SHIPPING	75.00
	<b>Vendor Total</b>	<b>2,630.63</b>		
<b>FYTD for AV GRAPHICS, INC.</b>		<b>5,325.63</b>		
<b>AYALA, NANNERL A.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/18/2011	207433	53.55		
			MILEAGE REIMBURSEMENT	53.55
	<b>Vendor Total</b>	<b>53.55</b>		
<b>FYTD for AYALA, NANNERL A.</b>		<b>563.49</b>		
<b>AYARS, MARGARET E.</b>				
			Remit to: <b>YUCAIPA</b>	<b>CA</b>
4/4/2011	882400	318.73		
			APR '11, PD APR '11	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for AYARS, MARGARET E.</b>		<b>3,506.03</b>		
<b>B &amp; H PHOTO - VIDEO, INC.</b>				
			Remit to: <b>NEW YORK</b>	<b>NY</b>
4/11/2011	207319	15,575.70		
			CAMERAS-MEDIA	9,585.00
			MEMORY CARDS-MEDIA	1,122.00
			MEMORY CARDS-MEDIA	885.00
			BATTERIES-MEDIA	375.00
			LED LIGHTS-MEDIA	194.85
			MOUNT-MEDIA	84.00
			CASES-MEDIA	298.00
			ROD SUPPORT-MEDIA	379.00
			CAMERA KIT-MEDIA	1,300.00
			MEMORY CARD-MEDIA	344.00
			CHARGERS-MEDIA	485.85
			ACHRO DIOPTER-MEDIA	449.00
			SALES TAX-MEDIA	1,356.40
			STEP-UP RING-MEDIA	74.00
			SALES TAX-MEDIA	6.48
			USED TAX ACCRUAL-MEDIA	-1,356.40
			USED TAX ACCRUAL-MEDIA	-6.48
4/25/2011	207506	3,758.30		
			DIGITAL VOICE RECORDERS-PD	3,758.30
			DIGITAL VOICE RECORDERS-SALES	328.85
			USED TAX ACCRUAL-PD	-328.85
	<b>Vendor Total</b>	<b>19,334.00</b>		
<b>FYTD for B &amp; H PHOTO - VIDEO, INC.</b>		<b>19,334.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BACHER, GRACE</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/4/2011	207188	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BACHER, GRACE</b>		<b>3,108.52</b>		
<b>BALANCIER, EARL</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/11/2011	207320	684.00		
			INSTRUCTIONAL SVCS-18 DAYS	684.00
<b>Vendor Total</b>		<b>684.00</b>		
<b>FYTD for BALANCIER, EARL</b>		<b>1,292.00</b>		
<b>BANK OF AMERICA, N.A.</b>				
			Remit to: <b>CHARLOTTE</b>	<b>NC</b>
4/4/2011	207189	30.00		
			REFUND-FALSE ALARM FEE	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for BANK OF AMERICA, N.A.</b>		<b>290.00</b>		
<b>BARWINSKI, CHRISTOPHER</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	882535	175.00		
			SPORTS OFFICIATING SVCS	105.00
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	882581	70.00		
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>245.00</b>		
<b>FYTD for BARWINSKI, CHRISTOPHER</b>		<b>1,312.50</b>		
<b>BASIC BACKFLOW</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
4/4/2011	882401	334.40		
			BACKFLOW TESTING-PARKS	60.00
			BACKFLOW TESTING-PARKS	60.00
			BACKFLOW TESTING-PARKS	214.40
<b>Vendor Total</b>		<b>334.40</b>		
<b>FYTD for BASIC BACKFLOW</b>		<b>2,616.06</b>		
<b>BELLA DOORS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207507	99.65		
			REFUND-BUS LIC OVRPMT	99.65
<b>Vendor Total</b>		<b>99.65</b>		
<b>FYTD for BELLA DOORS</b>		<b>99.65</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BEMUS LANDSCAPE, INC.</b>				
			Remit to: <b>SAN CLEMENTE</b>	<b>CA</b>
4/4/2011	882402	2,945.27		
			LANDSCAPE MAINT-E4	82.04
			LANDSCAPE MAINT-E4	410.00
			LANDSCAPE MAINT-E4	420.00
			LANDSCAPE MAINT-E4	170.00
			LANDSCAPE MAINT-E3	240.00
			LANDSCAPE MAINT-E3	50.00
			LANDSCAPE MAINT-E3A	1,573.23
4/11/2011	882487	567.90		
			LANDSCAPE MAINT-E3	150.50
			LANDSCAPE MAINT-E4	57.40
			LANDSCAPE MAINT-E2	360.00
<b>Vendor Total</b>		<b>3,513.17</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>472,744.47</b>		
<b>BENESYST, INC.</b>				
			Remit to: <b>MINNEAPOLIS</b>	<b>MN</b>
4/11/2011	207322	210.30		
			FLEX ADMIN SVCS-HR	210.30
<b>Vendor Total</b>		<b>210.30</b>		
<b>FYTD for BENESYST, INC.</b>		<b>5,308.10</b>		
<b>BIO-TOX LABORATORIES</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207190	1,046.58		
			TOXICOLOGY TESTING-PD	1,046.58
4/25/2011	207508	9,212.80		
			TOXICOLOGY TESTING SVCS-PD	1,978.26
			TOXICOLOGY TESTING SVCS-PD	7,234.54
<b>Vendor Total</b>		<b>10,259.38</b>		
<b>FYTD for BIO-TOX LABORATORIES</b>		<b>60,186.74</b>		
<b>BLOSSOM SOFTWARE</b>				
			Remit to: <b>BROOKLINE</b>	<b>MA</b>
4/25/2011	207509	300.00		
			SITE SEARCH SVCS-MEDIA	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for BLOSSOM SOFTWARE</b>		<b>300.00</b>		
<b>BOBO II, FELIX</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207434	103.02		
			MILEAGE REIMBURSEMENT	103.02
<b>Vendor Total</b>		<b>103.02</b>		
<b>FYTD for BOBO II, FELIX</b>		<b>1,100.59</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BOSE, TIFFANY</b>				
4/11/2011	207323	89.25	Remit to: <b>CORONA</b> <b>CA</b> MILEAGE REIMBURSEMENT	89.25
4/25/2011	207510	53.04	MILEAGE REIMBURSEMENT	53.04
<b>Vendor Total</b>		<b>142.29</b>		
<b>FYTD for BOSE, TIFFANY</b>		<b>237.15</b>		
<b>BPC MEDIA WORKS, LLC</b>				
4/25/2011	207511	1,530.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> ADVERTISING SVCS-EDD	1,530.00
<b>Vendor Total</b>		<b>1,530.00</b>		
<b>FYTD for BPC MEDIA WORKS, LLC</b>		<b>3,060.00</b>		
<b>BRAY, JR., LYLE DEAN</b>				
4/11/2011	207324	608.00	Remit to: <b>CORONA</b> <b>CA</b> INSTRUCTIONAL SVCS-16 DAYS	608.00
<b>Vendor Total</b>		<b>608.00</b>		
<b>FYTD for BRAY, JR., LYLE DEAN</b>		<b>1,216.00</b>		



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<b>BRODART CO.</b>				
			Remit to: <b>WILLIAMSPORT</b>	<b>PA</b>
4/4/2011	882403	598.05	MISC BOOKS-LIBRARY	95.86
			MISC BOOKS-LIBRARY	112.65
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	247.43
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	33.06
			MISC BOOKS-LIBRARY	41.96
4/11/2011	882488	191.91	MISC BOOKS-LIBRARY	41.98
			MISC BOOKS-LIBRARY	52.49
			MISC BOOKS-LIBRARY	53.66
			MISC BOOKS-LIBRARY	43.78
4/18/2011	882536	1,380.02	MISC BOOKS-LIBRARY	79.49
			MISC BOOKS-LIBRARY	235.03
			MISC BOOKS-LIBRARY	172.62
			MISC BOOKS-LIBRARY	333.72
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	65.59
			MISC BOOKS-LIBRARY	42.78
			MISC BOOKS-LIBRARY	58.94
			MISC BOOKS-LIBRARY	21.36
			MISC BOOKS-LIBRARY	43.19
			MISC BOOKS-LIBRARY	115.36
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	68.98
			MISC BOOKS-LIBRARY	97.81
<b>Vendor Total</b>		<b>2,169.98</b>		
<b>FYTD for BRODART CO.</b>		<b>33,841.20</b>		
<b>BUCKINGHAM, STAN</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
4/4/2011	207191	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for BUCKINGHAM, STAN</b>		<b>3,187.30</b>		
<b>BUILDERS SHOWCASE INTERIORS, INC</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
4/4/2011	207192	79.73	REFUND-BUS LIC OVRPMT	79.73
<b>Vendor Total</b>		<b>79.73</b>		
<b>FYTD for BUILDERS SHOWCASE INTERIORS, INC</b>		<b>79.73</b>		





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<b>BUNKER FAMILY, LLC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207512	14,100.00	REFUND-SECURITY DEP	14,100.00
<b>Vendor Total</b>		<b>14,100.00</b>		
<b>FYTD for BUNKER FAMILY, LLC</b>		<b>14,100.00</b>		
<b>BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/18/2011	882537	2,151.90	LEGAL SERVICES-HR	2,151.90
<b>Vendor Total</b>		<b>2,151.90</b>		
<b>FYTD for BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>		<b>73,196.30</b>		
<b>CAIN, GREGORY</b>				
			Remit to: <b>TAMPA</b>	<b>FL</b>
4/4/2011	882404	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>3,187.30</b>		
<b>CALIFORNIA BUILDING STANDARDS COMMISSION</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
4/11/2011	207325	126.00	SB 1473 FEES COLLECTED	126.00
<b>Vendor Total</b>		<b>126.00</b>		
<b>FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION</b>		<b>1,459.80</b>		
<b>CALIFORNIA FACILITY SPECIALTIES</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
4/25/2011	207513	3,495.00	WINCHES INSTALL-CONF & REC CTR	3,495.00
<b>Vendor Total</b>		<b>3,495.00</b>		
<b>FYTD for CALIFORNIA FACILITY SPECIALTIES</b>		<b>6,513.00</b>		
<b>CALIFORNIA WATERSHED ENGINEERING CORP.</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
4/11/2011	882490	1,591.00	CONSULTING SVCS-NPDES	1,591.00
<b>Vendor Total</b>		<b>1,591.00</b>		
<b>FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.</b>		<b>9,467.50</b>		
<b>CAMPOS, CHARITY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207193	200.00	REFUND-RNTL DEP 3/12/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for CAMPOS, CHARITY</b>		<b>200.00</b>		



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<b>CANNON, ANA M.</b>				
			Remit to: <b>HASLET TX</b>	
4/4/2011	882405	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CANNON, ANA M.</b>		<b>3,012.75</b>		
<b>CANON FINANCIAL SERVICES, INC.</b>				
			Remit to: <b>CHICAGO IL</b>	
4/4/2011	207194	7,590.68	COPIERS-LEASE	7,059.29
			COPIERS-LEASE SALES TAX	531.39
<b>Vendor Total</b>		<b>7,590.68</b>		
<b>FYTD for CANON FINANCIAL SERVICES, INC.</b>		<b>75,906.80</b>		
<b>CARPIO, MARIO</b>				
			Remit to: <b>SUN CITY CA</b>	
4/4/2011	207195	40.00	REFUND-RABIES DEPOSIT	40.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for CARPIO, MARIO</b>		<b>40.00</b>		
<b>CARTER, KEIYANA</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/25/2011	207514	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for CARTER, KEIYANA</b>		<b>95.00</b>		
<b>CARTER, ROSALYN</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/4/2011	882406	318.73	MAR '11, PD APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CARTER, ROSALYN</b>		<b>3,281.37</b>		
<b>CASSEL, MARY ANN</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/25/2011	207515	75.00	INSTRUCTOR SVCS-CPR/1ST AID	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for CASSEL, MARY ANN</b>		<b>450.00</b>		



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<b>CEMEX</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/25/2011	207516	1,301.18		
			CEMENT PURCHASE	339.74
			CEMENT PURCHASE	281.81
			CEMENT PURCHASE	329.95
			CEMENT PURCHASE	349.68
<b>Vendor Total</b>		<b>1,301.18</b>		
<b>FYTD for CEMEX</b>		<b>8,141.22</b>		
<b>CHACON'S UPHOLSTERY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207196	340.00		
			SEAT REPAIR-PW M&O	340.00
<b>Vendor Total</b>		<b>340.00</b>		
<b>FYTD for CHACON'S UPHOLSTERY</b>		<b>340.00</b>		
<b>CHANCY, CHIZURU</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207517	251.85		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	41.25
			INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
			INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
			INSTRUCTOR SVCS-HAWAIIAN DANCE	23.40
<b>Vendor Total</b>		<b>251.85</b>		
<b>FYTD for CHANCY, CHIZURU</b>		<b>1,304.85</b>		
<b>CHANDLER ASSET MANAGEMENT, INC</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
4/25/2011	882583	8,827.00		
			INVESTMENT MGT SVCS	8,827.00
<b>Vendor Total</b>		<b>8,827.00</b>		
<b>FYTD for CHANDLER ASSET MANAGEMENT, INC</b>		<b>88,138.00</b>		
<b>CHAPMAN, STEVE</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
4/4/2011	207197	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>3,187.30</b>		
<b>CHAPPELL, ISAAC</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882407	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>3,187.30</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHICAGO TITLE COMPANY</b>				
4/4/2011	207198	750.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> TITLE REPORT	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for CHICAGO TITLE COMPANY</b>		<b>750.00</b>		
<b>CHRISTIAN, OWEN</b>				
4/4/2011	882408	229.88	Remit to: <b>MORENO VALLEY</b> <b>CA</b> RETIREE MED APR '11	229.88
<b>Vendor Total</b>		<b>229.88</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>2,086.70</b>		



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<b>CINTAS CORPORATION</b>			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
4/4/2011	882409	153.75	UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
4/11/2011	882491	114.00	UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF COURSE	5.56
4/18/2011	882538	114.00	UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-TRFFC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
			UNIFORM RNTL SVC-GOLF CRS STAF	5.56
4/25/2011	882584	629.34	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-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-EQUIP MAINT	22.40
			UNIFORM RNTL SVC-EQUIP MAINT	30.80
			UNIFORM RNTL SVC-EQUIP MAINT	27.20
			UNIFORM RNTL SVC-EQUIP MAINT	39.10
			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-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-ST SWEEPER OP	9.92
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-DRAIN MAINT	6.46
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	54.18
			UNIFORM RNTL SVC-STREET MAINT	57.58



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.18
			UNIFORM RNTL SVC-CONCRETE MAIN	9.58
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-GOLF COURSE	5.56
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRAFFIC MAINT	12.82
			UNIFORM RNTL SVC-SIGNING STAFF	16.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	15.50
<b>Vendor Total</b>		<b>1,011.09</b>		
<b>FYTD for CINTAS CORPORATION</b>		<b>10,323.53</b>		
<b>CITY OF MORENO VALLEY VEBA TRUST</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/11/2011	882492	4,187.50	EXEMPT VEBA	4,187.50
<b>Vendor Total</b>		<b>4,187.50</b>		
<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>		<b>41,250.00</b>		
<b>CLARK JR., ANTHONY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/25/2011	207518	60.00	REFUND-FALSE ALARM FEE	30.00
			REFUND-FALSE ALARM FEE	30.00
<b>Vendor Total</b>		<b>60.00</b>		
<b>FYTD for CLARK JR., ANTHONY</b>		<b>60.00</b>		
<b>CNOA REGION V</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
4/11/2011	207327	55.00	4/14/11 NARCOTIC TRAFF. TRNG	55.00
<b>Vendor Total</b>		<b>55.00</b>		
<b>FYTD for CNOA REGION V</b>		<b>505.00</b>		
<b>COASTLINE CONSTRUCTION &amp; AWNING CO.</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH CA</b>	
4/4/2011	207199	10,818.65	MOVING OF MOBILE HOME	10,818.65
<b>Vendor Total</b>		<b>10,818.65</b>		
<b>FYTD for COASTLINE CONSTRUCTION &amp; AWNING CO.</b>		<b>10,818.65</b>		



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<b>COLONIAL SUPPLEMENTAL INSURANCE</b>				
			Remit to: <b>COLUMBIA</b>	<b>SC</b>
4/11/2011	207328	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
4/25/2011	207519	7,094.44		
			SUPPLEMENTAL INSURANCE	7,094.44
<b>Vendor Total</b>		<b>14,188.88</b>		
<b>FYTD for COLONIAL SUPPLEMENTAL INSURANCE</b>		<b>77,799.35</b>		
<b>COMMUNITY ASSISTANCE PROGRAM - CAP</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882493	4,681.22		
			CDBG FUNDED SVCS-FOOD DIST PRG	2,317.32
			CDBG FUNDED SVCS-FOOD DIST PRG	2,363.90
<b>Vendor Total</b>		<b>4,681.22</b>		
<b>FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP</b>		<b>25,689.76</b>		
<b>COMMUNITY HEALTH CHARITIES</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
4/11/2011	207329	186.31		
			CHC CONTRIBUTIONS	186.31
4/25/2011	207520	186.31		
			CHC CONTRIBUTIONS	186.31
<b>Vendor Total</b>		<b>372.62</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>5,811.06</b>		
<b>COMPETITIVE STRIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/25/2011	207521	701.44		
			YOUTH SPORTS AWARDS	701.44
<b>Vendor Total</b>		<b>701.44</b>		
<b>FYTD for COMPETITIVE STRIDE</b>		<b>5,405.16</b>		
<b>COMPU COM</b>				
			Remit to: <b>DALLAS</b>	<b>TX</b>
4/25/2011	207522	286.15		
			ACROBAT LICENSE-HR	286.15
<b>Vendor Total</b>		<b>286.15</b>		
<b>FYTD for COMPU COM</b>		<b>1,001.55</b>		
<b>CONTINENTAL WESTERN TRANSPORTATION</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
4/25/2011	207523	6,413.14		
			ASPHALTIC MATERIALS	3,202.80
			ASPHALTIC MATERIALS	3,210.34
<b>Vendor Total</b>		<b>6,413.14</b>		
<b>FYTD for CONTINENTAL WESTERN TRANSPORTATION</b>		<b>9,434.14</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CONTINUING EDUCATION OF THE BAR</b>				
			<u>Remit to:</u> <b>OAKLAND</b> <b>CA</b>	
4/11/2011	207330	177.53		
			LEGAL PUBLICATION	177.53
<b>Vendor Total</b>		<b>177.53</b>		
<b>FYTD for CONTINUING EDUCATION OF THE BAR</b>		<b>1,487.80</b>		
<b>CONTRERAS, BIANCA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/18/2011	207435	105.00		
			SPORTS OFFICIATING SVCS	35.00
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>105.00</b>		
<b>FYTD for CONTRERAS, BIANCA</b>		<b>105.00</b>		
<b>CONTRERAS, JOSE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/18/2011	207436	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207524	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>280.00</b>		
<b>FYTD for CONTRERAS, JOSE</b>		<b>580.00</b>		
<b>CORTES, GERONIMO</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
4/4/2011	207200	454.50		
			REFUND-CITATION DISMISSED	454.50
<b>Vendor Total</b>		<b>454.50</b>		
<b>FYTD for CORTES, GERONIMO</b>		<b>454.50</b>		
<b>COSEY JR., JAMES</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207331	132.00		
			INSTRUCTION SVCS-KEMPO	132.00
<b>Vendor Total</b>		<b>132.00</b>		
<b>FYTD for COSEY JR., JAMES</b>		<b>351.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COSTCO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207201	118.29	MISC SUPPLIES-STARS	109.70
			MISC SUPPLIES-STARS	8.59
4/11/2011	207332	1,878.89	MISC SUPPLIES-STARS	92.21
			MISC SUPPLIES-STARS	115.27
			MISC SUPPLIES-STARS	125.49
			MISC SUPPLIES-STARS	52.29
			MISC SUPPLIES-CHILDS PLC	1,493.63
4/18/2011	207437	502.02	MISC SUPPLIES-STARS	127.17
			MISC SUPPLIES-SKATE PARK	209.45
			MISC SUPPLIES-CEDD	165.40
4/25/2011	207525	872.75	MISC SUPPLIES-STARS	120.67
			MISC SUPPLIES-STARS	415.61
			MISC SUPPLIES-SKATE PARK	336.47
<b>Vendor Total</b>		<b>3,371.95</b>		
<b>FYTD for COSTCO</b>		<b>43,134.74</b>		
<b>COSTCO WHOLESALE #455</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207526	30.00	REFUND-FALSE ALARM FEE	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for COSTCO WHOLESALE #455</b>		<b>30.00</b>		
<b>COUNTRY SQUIRE ESTATES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/18/2011	207438	56.78	REFUND-UT USER TAXES	56.78
<b>Vendor Total</b>		<b>56.78</b>		
<b>FYTD for COUNTRY SQUIRE ESTATES</b>		<b>751.38</b>		
<b>COUNTS UNLIMITED, INC.</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
4/25/2011	207527	500.00	TRAFFIC DATA COLLECTION SVCS	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for COUNTS UNLIMITED, INC.</b>		<b>500.00</b>		
<b>COUNTY OF RIVERSIDE - RMAP</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207202	42.70	RECORDATION RQSTS-LAND DEV	42.70
<b>Vendor Total</b>		<b>42.70</b>		
<b>FYTD for COUNTY OF RIVERSIDE - RMAP</b>		<b>447.55</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTY OF RIVERSIDE AUDITOR</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207203	21,384.49		
			PARKING CONTROL FEES-CODE	18,488.49
			PARKING CONTROL FEES-CODE	2,896.00
<b>Vendor Total</b>		<b>21,384.49</b>		
<b>FYTD for COUNTY OF RIVERSIDE AUDITOR</b>		<b>213,825.27</b>		
<b>CRITICAL SOLUTIONS</b>				
			Remit to: <b>WALNUT CREEK</b>	<b>CA</b>
4/4/2011	207204	10,264.13		
			EMRGNCY OPS CTR PROJ SVCS	10,264.13
4/11/2011	207333	5,234.87		
			EMRGNCY OPS CTR PROJ SVCS	5,234.87
<b>Vendor Total</b>		<b>15,499.00</b>		
<b>FYTD for CRITICAL SOLUTIONS</b>		<b>111,730.58</b>		
<b>CSAC EXCESS INSURANCE AUTHORITY</b>				
			Remit to: <b>FOLSOM</b>	<b>CA</b>
4/11/2011	207334	1,000.00		
			TARGET SAFETY CUSTOM SVCS	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for CSAC EXCESS INSURANCE AUTHORITY</b>		<b>150,976.00</b>		
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207335	11,620.22		
			VECTOR CONTROL SVCS-CODE	9,708.69
			VECTOR CONTROL SVCS-CODE	1,911.53
4/25/2011	207528	342.00		
			PERMIT RENEWAL-CELEB PARK	342.00
<b>Vendor Total</b>		<b>11,962.22</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>24,445.58</b>		
<b>CUFF, STEPHANIE CERVANTES</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	207439	297.46		
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
<b>Vendor Total</b>		<b>297.46</b>		
<b>FYTD for CUFF, STEPHANIE CERVANTES</b>		<b>318.37</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
			Remit to: <b>VALENCIA</b>	<b>CA</b>
4/25/2011	207529	745.00		
			DISPOSAL SVCS-ANML SHLTR	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>9,450.00</b>		



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<b>DACOLIAS, RAYMOND</b>				
			<u>Remit to:</u> <b>SAN JACINTO</b> <b>CA</b>	
4/11/2011	207336	266.00	INSTRUCTIONAL SVCS-7 DAYS	266.00
<b>Vendor Total</b>		<b>266.00</b>		
<b>FYTD for DACOLIAS, RAYMOND</b>		<b>1,406.00</b>		
<b>DALE, KATHLEEN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882410	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for DALE, KATHLEEN</b>		<b>3,168.46</b>		
<b>DANCY, MARGIE</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
4/4/2011	207205	404.50	REFUND-CITATION DISMISSED	404.50
<b>Vendor Total</b>		<b>404.50</b>		
<b>FYTD for DANCY, MARGIE</b>		<b>404.50</b>		
<b>DATA TICKET, INC.</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
4/4/2011	882411	19,796.61	CITATION PRCSSNG SVCS-CODE	15,229.21
			CITATION PRCSSNG SVCS-ANML SVC	1,155.05
			CITATION PRCSSNG SVCS-BLDG/SFT	514.35
			CITATION PRCSSNG SVCS-PD	2,898.00
4/25/2011	882585	315.00	PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
			PARKING APP MAINT-TECH SVCS	105.00
<b>Vendor Total</b>		<b>20,111.61</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>191,556.98</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
4/25/2011	207530	130.50	ONLINE SUBSCRIPTION-PD	130.50
<b>Vendor Total</b>		<b>130.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>1,305.00</b>		
<b>DAVID EVANS &amp; ASSOCIATES, INC.</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
4/11/2011	207337	1,143.00	SUNNYMD BLVD REVIT PROJ SVCS	1,143.00
<b>Vendor Total</b>		<b>1,143.00</b>		
<b>FYTD for DAVID EVANS &amp; ASSOCIATES, INC.</b>		<b>16,448.85</b>		



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<b>DEBINAIRE COMPANY</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
4/18/2011	207440	217.50		
			BOILER MAINT-PSB	217.50
<b>Vendor Total</b>		<b>217.50</b>		
<b>FYTD for DEBINAIRE COMPANY</b>		<b>5,829.66</b>		
<b>DEL REY APPRAISAL SRVCS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207441	250.00		
			APPRAISAL SVCS-EDD	250.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for DEL REY APPRAISAL SRVCS</b>		<b>2,000.00</b>		
<b>DELTA DENTAL</b>				
			Remit to: <b>SAN FRANCISCO</b>	<b>CA</b>
4/11/2011	207338	12,235.72		
			EMPLOYEE DENTAL INSURANCE	12,235.72
<b>Vendor Total</b>		<b>12,235.72</b>		
<b>FYTD for DELTA DENTAL</b>		<b>115,901.08</b>		
<b>DELTACARE USA</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	207339	6,127.01		
			EMPLOYEE DENTAL INSURANCE	6,127.01
<b>Vendor Total</b>		<b>6,127.01</b>		
<b>FYTD for DELTACARE USA</b>		<b>62,509.63</b>		
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC</b>				
			Remit to: <b>MIRA LOMA</b>	<b>CA</b>
4/4/2011	882412	3,000.00		
			PLAN REVIEW SVCS-FIRE PREV	900.00
			PLAN REVIEW SVCS-FIRE PREV	260.00
			PLAN REVIEW SVCS-FIRE PREV	1,840.00
4/25/2011	882586	8,860.00		
			PLAN REVIEW SVCS-FIRE PREV	8,190.00
			PLAN REVIEW SVCS-FIRE PREV	670.00
<b>Vendor Total</b>		<b>11,860.00</b>		
<b>FYTD for DENNIS GRUBB &amp; ASSOCIATES, LLC</b>		<b>91,810.00</b>		
<b>DEPARTMENT OF CONSERVATION</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
4/11/2011	207340	32.89		
			SMI FEES LESS 5% RETAINAGE	34.62
			SMI FEES LESS 5% RETAINAGE	-1.73
<b>Vendor Total</b>		<b>32.89</b>		
<b>FYTD for DEPARTMENT OF CONSERVATION</b>		<b>2,442.26</b>		



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<b>DESIGN WORKS</b>				
			Remit to: <b>SAN JACINTO</b>	<b>CA</b>
4/11/2011	207341	1,004.62	YTH SPORTS UNIFORMS-PARKS	1,004.62
<b>Vendor Total</b>		<b>1,004.62</b>		
<b>FYTD for DESIGN WORKS</b>		<b>12,294.88</b>		
<b>DIRECT CARPET AND FLOORING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207342	23.56	REFUND-BUS LIC OVRPMT	23.56
<b>Vendor Total</b>		<b>23.56</b>		
<b>FYTD for DIRECT CARPET AND FLOORING</b>		<b>23.56</b>		
<b>DIVISION OF LABOR STANDARDS ENFORCMENT</b>				
			Remit to: <b>LONG BEACH</b>	<b>CA</b>
4/11/2011	207343	1,856.25	CWPA PYMT-EMERG OPS CTR PROJ	1,856.25
<b>Vendor Total</b>		<b>1,856.25</b>		
<b>FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT</b>		<b>46,115.14</b>		
<b>DLS LANDSCAPE, INC</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
4/25/2011	882587	12,390.00	LANDSCAPE MAINT-ZONE A	10,230.00
			LANDSCAPE MAINT-CFD #1	2,160.00
<b>Vendor Total</b>		<b>12,390.00</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>123,900.00</b>		
<b>DOMINECK, CECILIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207206	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for DOMINECK, CECILIA</b>		<b>95.00</b>		
<b>DOMINGUEZ, LUIS</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/25/2011	207531	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for DOMINGUEZ, LUIS</b>		<b>20.00</b>		
<b>DORY, ALLEEN F.</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/4/2011	207207	229.88	RETIREE MED APR '11	229.88
<b>Vendor Total</b>		<b>229.88</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>3,081.20</b>		



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<b>DUNN, LAURA ISABEL GARCIA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/11/2011	882494	266.00		
			INSTRUCTIONAL SVCS-7 DAYS	266.00
<b>Vendor Total</b>		<b>266.00</b>		
<b>FYTD for DUNN, LAURA ISABEL GARCIA</b>		<b>1,140.00</b>		
<b>DURAN, BLANCA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/11/2011	207344	126.00		
			INSTRUCTION SVCS-FOLKLORIC DAN	126.00
<b>Vendor Total</b>		<b>126.00</b>		
<b>FYTD for DURAN, BLANCA</b>		<b>2,562.00</b>		
<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE CA</b>	
4/4/2011	207208	838.09		
			BACKFLOW RPLCMNT-E2	650.59
			BACKFLOW RPLCMNT-E2	187.50
4/11/2011	207345	420.00		
			BACKFLOW TESTING-E1	60.00
			BACKFLOW TESTING-E2	240.00
			BACKFLOW TESTING-E15	20.00
			BACKFLOW TESTING-ZONE D	40.00
			BACKFLOW TESTING-ZONE M	40.00
			BACKFLOW TESTING-ZONE S	20.00
4/18/2011	207442	80.00		
			BACKFLOW TESTING-ZONE D	80.00
<b>Vendor Total</b>		<b>1,338.09</b>		
<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>		<b>23,725.83</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
4/4/2011	207209	4,723.98		
			WATER CHARGES	100.31
			WATER CHARGES	323.95
			WATER CHARGES	857.61
			WATER CHARGES	65.48
			WATER CHARGES	1,886.54
			WATER CHARGES	476.79
			WATER CHARGES	742.41
			WATER CHARGES	9.81
			WATER CHARGES	123.28
			WATER CHARGES	75.26
			WATER CHARGES	62.54
4/18/2011	207443	19,119.42		
			WATER CHARGES	55.95
			WATER CHARGES	224.75
			WATER CHARGES	1,680.44
			WATER CHARGES	40.80
			WATER CHARGES	1,727.74
			WATER CHARGES	112.69
			WATER CHARGES	3,844.93
			WATER CHARGES	370.65
			WATER CHARGES	2,717.73
			WATER CHARGES	1,540.64
			WATER CHARGES	3,315.95
			WATER CHARGES	559.50
			WATER CHARGES	232.60
			WATER CHARGES	44.51
			WATER CHARGES	250.10
			WATER CHARGES	590.44
			WATER CHARGES	194.72
			WATER CHARGES	231.81
			WATER CHARGES	266.66
			WATER CHARGES	217.86
			WATER CHARGES	314.69
			WATER CHARGES	335.12
			WATER CHARGES	249.14
<b>Vendor Total</b>		<b>23,843.40</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,172,152.33</b>		
<b>EDGELANE MOBILE PARK</b>			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	882495	14.24		
			REFUND-UT USER TAXES	14.24
<b>Vendor Total</b>		<b>14.24</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>114.91</b>		



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<b>EDMONDSON, JASON</b>				
4/11/2011	207347	75.00	Remit to: PER DIEM-OTS LDRSHP & TRNG SEM	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for EDMONDSON, JASON</b>		<b>75.00</b>		
<b>EGGERSTEN, ANNE</b>				
4/4/2011	207210	325.66	Remit to: <b>RANCHO MIRAGE CA</b> RETIREE MED APR '11	325.66
<b>Vendor Total</b>		<b>325.66</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>3,136.24</b>		
<b>EKPO, JOY</b>				
4/18/2011	207444	300.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-RNTL DEP 3/28/11	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for EKPO, JOY</b>		<b>300.00</b>		
<b>ELLIOTT, NISHA</b>				
4/11/2011	207348	170.40	Remit to: <b>MORENO VALLEY CA</b> INSTRUCTION SVCS-KICKBOXING INSTRUCTION SVCS-KICKBOXING	132.00 38.40
<b>Vendor Total</b>		<b>170.40</b>		
<b>FYTD for ELLIOTT, NISHA</b>		<b>1,570.80</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
4/22/2011	2846	500.00	Remit to: DEPOSIT TO STATE ACCT 4/22/11	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>907,814.88</b>		





# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
4/4/2011	882413	24,029.19		
			WORK AUTH SVCS-DSP	3,757.39
			WORK AUTH SVCS-HRBR FRGHT DIST	3,207.58
			WORK AUTH SVCS-HRBR FRGHT DIST	24.64
			WORK AUTH SVCS-TR36340	2,003.36
			WORK AUTH SVCS-TR36340	24.64
			12KV NEW REDLAND CKT WORK	13,704.49
			MORRISON FIRE STN ELECTR WORK	803.38
			CORP YARD BLDG ELECTR WORK	503.71
4/11/2011	882496	474.00		
			METER FEES	474.00
<b>Vendor Total</b>		<b>24,503.19</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>1,809,252.59</b>		
<b>ESKEL/PORTER CONSULTING, INC.</b>				
			<u>Remit to:</u> <b>SACRAMENTO</b>	<b>CA</b>
4/4/2011	882414	1,320.00		
			CONSULTING SVCS-TECH SVCS	1,320.00
4/25/2011	882588	247.50		
			CONSULTING SVCS-TECH SVCS	247.50
<b>Vendor Total</b>		<b>1,567.50</b>		
<b>FYTD for ESKEL/PORTER CONSULTING, INC.</b>		<b>2,647.50</b>		
<b>ESPINOZA, JOE A</b>				
			<u>Remit to:</u> <b>MENIFEE</b>	<b>CA</b>
4/11/2011	207349	228.00		
			INSTRUCTIONAL SVCS-6 DAYS	228.00
<b>Vendor Total</b>		<b>228.00</b>		
<b>FYTD for ESPINOZA, JOE A</b>		<b>2,052.00</b>		
<b>ESPINOZA, PAULO</b>				
			<u>Remit to:</u> <b>ANAHEIM</b>	<b>CA</b>
4/25/2011	207533	300.00		
			REFUND-ADMIN CITATION	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for ESPINOZA, PAULO</b>		<b>300.00</b>		



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<b>ESRI, INC.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
4/11/2011	882497	13,124.88		
			ARCLOGISTICS SINGLE USE MAINT	1,600.00
			ARCLOGISTICS NAVIGATOR MAINT	400.00
			ARCLOGISTICS TELE ATLAS MAINT	1,600.00
			ARCLOGISTICS NAVIGATOR TELE	600.00
			ARCPAD MAINT.	623.46
			ARCPAD MAINT.	500.00
			CA SALES TAX	232.92
			8 ARCPAD LICENSE MAINT.	2,000.00
			CA SALES TAX	87.50
			8 ARCPAD LICENSES	5,040.00
			CA SALES TAX	441.00
	<b>Vendor Total</b>	<b>13,124.88</b>		
<b>FYTD for ESRI, INC.</b>		<b>41,275.80</b>		
<b>EVANS ENGRAVING &amp; AWARDS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882415	125.00		
			ENGRAVING SVCS-PD	125.00
	<b>Vendor Total</b>	<b>125.00</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>1,009.01</b>		
<b>EXCEL LANDSCAPE, INC</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
4/25/2011	207534	8,849.58		
			LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E14	3,461.07
			LANDSCAPE MAINT-E8	26.00
			LANDSCAPE MAINT-E8	13.00
	<b>Vendor Total</b>	<b>8,849.58</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>133,059.74</b>		
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	882498	3,372.38		
			CDBG SVCS-FRCLSR/MITIG PRGM	3,372.38
4/18/2011	882539	490.38		
			CDBG SVCS-FRCLSR/MITIG PRGM	490.38
	<b>Vendor Total</b>	<b>3,862.76</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>48,121.14</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FANGHUA. LI</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207211	156.00		
			REFUND-TIME FOR TOTS	52.00
			REFUND-TIME FOR TOTS	104.00
<b>Vendor Total</b>		<b>156.00</b>		
<b>FYTD for FANGHUA. LI</b>		<b>156.00</b>		
<b>FEENSTRA, JOHN</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/4/2011	882416	361.25		
			RETIREE MED APR '11	361.25
<b>Vendor Total</b>		<b>361.25</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>3,612.50</b>		
<b>FELDER, SYLVIA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207350	200.00		
			REFUND-RNTL DEP 3/26/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for FELDER, SYLVIA</b>		<b>200.00</b>		
<b>FETAL FOCUS/ DERMA FOCUS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	207212	30.07		
			REFUND-BUS LIC OVRPMT	30.07
<b>Vendor Total</b>		<b>30.07</b>		
<b>FYTD for FETAL FOCUS/ DERMA FOCUS</b>		<b>30.07</b>		
<b>FILTER RECYCLING SERVICES, INC.</b>				
			<u>Remit to:</u> <b>COLTON</b> <b>CA</b>	
4/4/2011	207213	5,414.20		
			FUEL DISP REPAIR-FS #6	404.22
			FUEL DISP REPAIR-FS #6	404.23
			FUEL DISP REPAIR-FS #6	2,302.88
			FUEL DISP REPAIR-FS #6	2,302.87
<b>Vendor Total</b>		<b>5,414.20</b>		
<b>FYTD for FILTER RECYCLING SERVICES, INC.</b>		<b>8,904.45</b>		
<b>FINESSE PERSONNEL ASSOCIATES</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA</b> <b>CA</b>	
4/4/2011	882417	3,341.25		
			TEMP SVCS-A FEAL W/E 1/22/11	911.25
			TEMP SVCS-A FEAL W/E 1/29/11	1,215.00
			TEMP SVCS-A FEAL W/E 2/5/11	1,215.00
4/18/2011	882540	1,215.00		
			TEMP SVCS-A FEAL W/E 2/12	941.24
			TEMP SVCS-A FEAL W/E 2/12	273.76
<b>Vendor Total</b>		<b>4,556.25</b>		
<b>FYTD for FINESSE PERSONNEL ASSOCIATES</b>		<b>43,629.79</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FIRE SERVICE CORP</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
4/4/2011	207214	64.88		
			REFUND-BUS LIC OVRPMT	64.88
<b>Vendor Total</b>		<b>64.88</b>		
<b>FYTD for FIRE SERVICE CORP</b>		<b>64.88</b>		
<b>FIRST AMERICAN CORE LOGIC, INC.</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
4/4/2011	207215	598.00		
			ONLINE PROP INFO-CODE	325.00
			ONLINE PROP INFO-CDD	97.00
			ONLINE PROP INFO-EDD	176.00
<b>Vendor Total</b>		<b>598.00</b>		
<b>FYTD for FIRST AMERICAN CORE LOGIC, INC.</b>		<b>6,214.00</b>		
<b>FIRST CHOICE SERVICES</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/11/2011	882499	719.17		
			COFFEE SVCS-EMP PAID	94.43
			COFFEE SVCS-EMP PAID	149.89
			COFFEE SVCS-EMP PAID	95.76
			COFFEE SVCS-EMP PAID	147.74
			COFFEE SVCS-EMP PAID	161.20
			COFFEE SVCS-EMP PAID	70.15
4/18/2011	882541	56.76		
			COFFEE SVCS-EMP PAID	47.54
			COFFEE SVCS-EMP PAID	9.22
<b>Vendor Total</b>		<b>775.93</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>6,570.63</b>		
<b>FITNESS 19 CA 155 11C</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207535	260.00		
			GYM MEMBERSHIP DEDUCTIONS	260.00
<b>Vendor Total</b>		<b>260.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>2,571.00</b>		
<b>FOCUS ESTATES, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207351	499.00		
			REFUND-FIRE INSPECT FEES	499.00
<b>Vendor Total</b>		<b>499.00</b>		
<b>FYTD for FOCUS ESTATES, INC.</b>		<b>499.00</b>		
<b>FOSTER, NANCY A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882418	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for FOSTER, NANCY A.</b>		<b>3,168.46</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FRANCHISE TAX BOARD</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
4/11/2011	207352	572.77		
			GARNISHMENT	25.00
			GARNISHMENT	522.77
			GARNISHMENT	25.00
4/25/2011	207536	367.44		
			GARNISHMENT	18.89
			GARNISHMENT	285.42
			GARNISHMENT	38.13
			GARNISHMENT	25.00
<b>Vendor Total</b>		<b>940.21</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>2,966.68</b>		
<b>FRANKLIN, L. C.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	207445	163.20		
			MILEAGE REIMBURSEMENT	163.20
<b>Vendor Total</b>		<b>163.20</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>1,399.71</b>		
<b>FRESQUEZ, JOHN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207216	60.00		
			SPORTS OFFICIATING SVCS	60.00
4/18/2011	207446	60.00		
			SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>120.00</b>		
<b>FYTD for FRESQUEZ, JOHN</b>		<b>764.00</b>		
<b>FRIENDS 4 PETS RESCUE</b>				
			Remit to: <b>SUN VALLEY</b>	<b>CA</b>
4/4/2011	207217	95.00		
			REFUND-RABIES/SPAY DEPOSIT	20.00
			REFUND-RABIES/SPAY DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for FRIENDS 4 PETS RESCUE</b>		<b>95.00</b>		
<b>FRIENDS OF THE MV SENIOR CENTER</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207420	20,000.00		
			CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
			CDBG SVCS-SENIOR TRANSPORTATIO	10,000.00
<b>Vendor Total</b>		<b>20,000.00</b>		
<b>FYTD for FRIENDS OF THE MV SENIOR CENTER</b>		<b>20,000.00</b>		



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<b>FROST, JOAN CHENG</b>				
			<u>Remit to:</u> <b>TEMECULA</b> <b>CA</b>	
4/11/2011	207353	266.00	INSTRUCTIONAL SVCS-7 DAYS	266.00
4/18/2011	207447	266.00	INSTRUCTIONAL SVCS-7 DAYS	266.00
<b>Vendor Total</b>		<b>532.00</b>		
<b>FYTD for FROST, JOAN CHENG</b>		<b>1,710.00</b>		
<b>FUEL PROS, INC</b>				
			<u>Remit to:</u> <b>CHINO</b> <b>CA</b>	
4/11/2011	207354	148.00	METER SERVICE-FS #58	148.00
<b>Vendor Total</b>		<b>148.00</b>		
<b>FYTD for FUEL PROS, INC</b>		<b>148.00</b>		
<b>FULBRIGHT &amp; JAWORSKI, L.L.P.</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
4/4/2011	207218	19,000.00	PROF SERVICES-ST LIGHTING	19,000.00
<b>Vendor Total</b>		<b>19,000.00</b>		
<b>FYTD for FULBRIGHT &amp; JAWORSKI, L.L.P.</b>		<b>38,894.75</b>		
<b>GAINES, LEROY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207355	200.00	REFUND-RNTL DEP 3/25/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for GAINES, LEROY</b>		<b>200.00</b>		
<b>GAME DAY SPORT AND EDUCATION, LLC</b>				
			<u>Remit to:</u> <b>SIMI VALLEY</b> <b>CA</b>	
4/25/2011	207537	2,756.75	CURRICULUM SETS-STARS	2,500.00
			CURRICULUM SETS-SHIPPING	38.00
			CURRICULUM SETS-SALES TAX	218.75
<b>Vendor Total</b>		<b>2,756.75</b>		
<b>FYTD for GAME DAY SPORT AND EDUCATION, LLC</b>		<b>2,756.75</b>		
<b>GARDNER COMPANY, INC.</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
4/18/2011	207448	17,070.00	HVAC UNIT REPLACEMENT-FS #65	16,470.00
			HVAC UNIT REPLACEMENT-FS #65	600.00
<b>Vendor Total</b>		<b>17,070.00</b>		
<b>FYTD for GARDNER COMPANY, INC.</b>		<b>17,070.00</b>		



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<b>GARTMAN, TAMMY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207356	37.00		
			REFUND-PICNIC SHLTR FEE	6.00
			REFUND-PICNIC SHLTR FEE	31.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for GARTMAN, TAMMY</b>		<b>37.00</b>		
<b>GASTON, RICHARD</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882419	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GASTON, RICHARD</b>		<b>3,187.30</b>		
<b>GENERAL SECURITY SERVICES, INC.</b>				
			Remit to: <b>WILMINGTON</b>	<b>CA</b>
4/4/2011	882420	368.16		
			SECURITY SVCS-CONF & REC CTR	76.70
			SECURITY SVCS-SENIOR CTR	214.76
			SECURITY SVCS-TOWNGATE	76.70
4/11/2011	882501	3,340.29		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	195.59
			SECURITY SVCS-CITY HALL	230.10
			SECURITY SVCS-LIBRARY	368.16
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-TOWNGATE	76.70
			SECURITY SVCS-TOWNGATE	76.70
4/25/2011	882589	352.82		
			SECURITY SVCS-EOC FOR ATS TEST	245.44
			SECURITY SVCS-TOWNGATE	107.38
<b>Vendor Total</b>		<b>4,061.27</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>41,841.80</b>		
<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	882502	4,035.03		
			LEGAL SVCS	3,097.03
			LEGAL SVCS	166.50
			LEGAL SVCS	771.50
<b>Vendor Total</b>		<b>4,035.03</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>204,419.73</b>		



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<b>GLOBAL TECHNOLOGY SYSTEMS, INC.</b>				
			Remit to: <b>BOSTON</b>	<b>MA</b>
4/25/2011	207538	881.74		
			BATTERIES/CHARGERS-PD	328.00
			BATTERIES/CHARGERS-PD	435.00
			BATTERIES/CHARGERS-PD	47.80
			BATTERIES/CHARGERS-PD	70.94
<b>Vendor Total</b>		<b>881.74</b>		
<b>FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.</b>		<b>2,645.22</b>		
<b>GLOVER, KEELY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207219	47.50		
			REFUND-CITATION OVRPMT	47.50
<b>Vendor Total</b>		<b>47.50</b>		
<b>FYTD for GLOVER, KEELY</b>		<b>47.50</b>		
<b>GOD'S HELPING HAND</b>				
			Remit to: <b>MENIFEE</b>	<b>CA</b>
4/11/2011	882503	1,500.00		
			CDBG SVCS-FOOD BANK PRGM	750.00
			CDBG SVCS-FOOD BANK PRGM	750.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for GOD'S HELPING HAND</b>		<b>9,000.00</b>		
<b>GOMEZ, EDDIE</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207357	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for GOMEZ, EDDIE</b>		<b>20.00</b>		
<b>GONG ENTERPRISES, INC.</b>				
			Remit to: <b>HUNTINGTON BEACH</b>	<b>CA</b>
4/4/2011	207220	6,800.00		
			CONSULTING SVCS-TR34950-1	3,510.00
			CONSULTING SVCS-TR34950-1	2,430.00
			CONSULTING SVCS-TR34950-1	860.00
4/18/2011	207449	3,750.00		
			CONSULTING SVCS-FM35760	750.00
			CONSULTING SVCS-FM31305	3,000.00
<b>Vendor Total</b>		<b>10,550.00</b>		
<b>FYTD for GONG ENTERPRISES, INC.</b>		<b>39,855.40</b>		
<b>GONZALES, DOMILENA R.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882421	440.52		
			FEB - MAR '11, PD APR '11	440.52
<b>Vendor Total</b>		<b>440.52</b>		
<b>FYTD for GONZALES, DOMILENA R.</b>		<b>2,422.86</b>		





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<b>GONZALES, ELIZABETH</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207221	40.00		
			REFUND-RABIES DEPOSIT	40.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for GONZALES, ELIZABETH</b>		<b>40.00</b>		
<b>GONZALES, LORENZ R.</b>				
			<u>Remit to:</u> <b>WILDOMAR</b> <b>CA</b>	
4/18/2011	207450	75.99		
			MILEAGE REIMBURSEMENT	58.14
			MILEAGE REIMBURSEMENT	17.85
<b>Vendor Total</b>		<b>75.99</b>		
<b>FYTD for GONZALES, LORENZ R.</b>		<b>252.99</b>		
<b>GOODRICH, DON</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207358	75.00		
			PER DIEM-OTS LDRSHP & TRNG SEM	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for GOODRICH, DON</b>		<b>75.00</b>		
<b>GOZDECKI, DAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	882504	486.00		
			INSTRUCTION SVCS-KUNG FU	216.00
			INSTRUCTION SVCS-KUNG FU	270.00
<b>Vendor Total</b>		<b>486.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>6,372.00</b>		
<b>GRAFFITI TRACKER, INC.</b>				
			<u>Remit to:</u> <b>OMAHA</b> <b>NE</b>	
4/11/2011	882505	9,000.00		
			GRAFFITI ANLYS/SVCS-CODE	9,000.00
<b>Vendor Total</b>		<b>9,000.00</b>		
<b>FYTD for GRAFFITI TRACKER, INC.</b>		<b>41,175.00</b>		
<b>GRANICUS, INC.</b>				
			<u>Remit to:</u> <b>SAN FRANCISCO</b> <b>CA</b>	
4/25/2011	207539	1,000.00		
			VIDEO STREAMING SVCS-TECH SVCS	1,000.00
<b>Vendor Total</b>		<b>1,000.00</b>		
<b>FYTD for GRANICUS, INC.</b>		<b>10,000.00</b>		
<b>GRIFFIN, MARLENE C</b>				
			<u>Remit to:</u> <b>GREEN VALLEY</b> <b>AZ</b>	
4/4/2011	882422	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>3,108.52</b>		



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<b>GUADARRAMA, OSCAR</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207222	57.50		
			REFUND-CITATION OVRPMT	57.50
<b>Vendor Total</b>		<b>57.50</b>		
<b>FYTD for GUADARRAMA, OSCAR</b>		<b>57.50</b>		
<b>GUIDA SURVEYING, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
4/11/2011	882506	1,534.00		
			LASSELLE/MARGARET AVE TRAF SIG	1,534.00
<b>Vendor Total</b>		<b>1,534.00</b>		
<b>FYTD for GUIDA SURVEYING, INC.</b>		<b>101,285.00</b>		
<b>GUILIANO, MARIA</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
4/18/2011	207451	388.80		
			INSTRUCTOR SVCS-ZUMBA FITNESS	172.80
			INSTRUCTOR SVCS-ZUMBA FITNESS	216.00
<b>Vendor Total</b>		<b>388.80</b>		
<b>FYTD for GUILIANO, MARIA</b>		<b>940.80</b>		
<b>GUILLAN, REBECCA S.</b>				
			Remit to: <b>ADVANCE</b>	<b>NC</b>
4/4/2011	882423	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUILLAN, REBECCA S.</b>		<b>3,020.29</b>		
<b>GUTIERREZ, EDGAR F. OR MARIA T.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207223	38.00		
			REFUND-CITATION OVRPMT	38.00
<b>Vendor Total</b>		<b>38.00</b>		
<b>FYTD for GUTIERREZ, EDGAR F. OR MARIA T.</b>		<b>38.00</b>		
<b>GUTIERREZ, ROBERT</b>				
			Remit to: <b>LA VERNE</b>	<b>CA</b>
4/4/2011	882424	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>3,187.30</b>		
<b>GUZMAN'S CART SERVICE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/18/2011	882542	4,049.00		
			CART RTRVL SVCS-CODE	4,049.00
<b>Vendor Total</b>		<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>40,490.00</b>		



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<b>HABITAT FOR HUMANITY RIVERSIDE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207360	509.74	CDBG SVCS-MOBILEHOME RPR PRGM	509.74
<b>Vendor Total</b>		<b>509.74</b>		
<b>FYTD for HABITAT FOR HUMANITY RIVERSIDE</b>		<b>29,752.70</b>		
<b>HAISTY, XIU HUA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882507	30.00	INSTRUCTION SVCS-TAI CHI	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for HAISTY, XIU HUA</b>		<b>300.00</b>		
<b>HAMBURG, IRENE</b>				
			Remit to: <b>OTIS</b>	<b>OR</b>
4/4/2011	882425	637.46	OCT-NOV '10 Medi, OCT-NOV '10	637.46
<b>Vendor Total</b>		<b>637.46</b>		
<b>FYTD for HAMBURG, IRENE</b>		<b>2,549.84</b>		
<b>HAMLIN, WILLIAM R.</b>				
			Remit to: <b>BEAUMONT</b>	<b>CA</b>
4/4/2011	882426	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HAMLIN, WILLIAM R.</b>		<b>3,168.46</b>		
<b>HANES, MARTIN D.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882427	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>3,187.30</b>		
<b>HANSEN, ROBERT L.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207540	248.50	PER DIEM-CITY ATTY SPRING CONF	248.50
<b>Vendor Total</b>		<b>248.50</b>		
<b>FYTD for HANSEN, ROBERT L.</b>		<b>390.50</b>		
<b>HARDING, JOHN S.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
4/4/2011	207224	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>3,187.30</b>		



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<b>HARTMANN, RICK</b>				
4/4/2011	207225	318.73	Remit to: <b>SAN DIMAS</b> <b>CA</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>21,877.63</b>		
<b>HATFIELD, CHARLES</b>				
4/4/2011	882428	318.73	Remit to: <b>LAS VEGAS</b> <b>NV</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>3,187.30</b>		
<b>HAUSER, ADRIANA</b>				
4/11/2011	207361	684.00	Remit to: <b>SAN BERNARDINO</b> <b>CA</b> INSTRUCTIONAL SVCS-18 DAYS	684.00
<b>Vendor Total</b>		<b>684.00</b>		
<b>FYTD for HAUSER, ADRIANA</b>		<b>4,598.00</b>		
<b>HDL COREN &amp; CONE</b>				
4/4/2011	207226	4,387.50	Remit to: <b>DIAMOND BAR</b> <b>CA</b> PROP TAX SOFTWARE-TECH SVCS	4,387.50
<b>Vendor Total</b>		<b>4,387.50</b>		
<b>FYTD for HDL COREN &amp; CONE</b>		<b>13,162.50</b>		
<b>HDL/HINDERLITER DE LLAMAS &amp; ASSOCIATES</b>				
4/4/2011	207227	750.00	Remit to: <b>DIAMOND BAR</b> <b>CA</b> AUDIT SERVICES-TREASURY	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for HDL/HINDERLITER DE LLAMAS &amp; ASSOCIATES</b>		<b>17,621.94</b>		
<b>HEFFLEY, ROSS W.</b>				
4/4/2011	882429	318.73	Remit to: <b>HEMET</b> <b>CA</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>3,187.30</b>		
<b>HERNANDEZ, MILDRED</b>				
4/25/2011	207541	150.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-RNTL DEP 4/2/11	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for HERNANDEZ, MILDRED</b>		<b>150.00</b>		



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<b>HERNANDEZ, VILMA</b>				
4/4/2011	207228	25.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> REFUND-CITATION OVRPMT	25.00
<b>Vendor Total</b>		<b>25.00</b>		
<b>FYTD for HERNANDEZ, VILMA</b>		<b>25.00</b>		
<b>HERRICK, ROBERT D.</b>				
4/4/2011	207229	318.73	Remit to: <b>MORENO VALLEY</b> <b>CA</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HERRICK, ROBERT D.</b>		<b>3,187.30</b>		
<b>HIGGS, DEBRA</b>				
4/18/2011	207452	72.00	Remit to: <b>MORENO VALLEY</b> <b>CA</b> INSTRUCTOR SVCS-OIL PAINTING INSTRUCTOR SVCS-OIL PAINTING	36.00 36.00
<b>Vendor Total</b>		<b>72.00</b>		
<b>FYTD for HIGGS, DEBRA</b>		<b>540.00</b>		
<b>HILLCREST CONTRACTING, INC</b>				
4/18/2011	882543	13,002.91	Remit to: <b>CORONA</b> <b>CA</b> DAY ST IMPRVMENTS PROJ SVCS	13,002.91
<b>Vendor Total</b>		<b>13,002.91</b>		
<b>FYTD for HILLCREST CONTRACTING, INC</b>		<b>3,055,710.31</b>		
<b>HO, KEVIN CHINH</b>				
4/11/2011	207362	114.00	Remit to: <b>RIVERSIDE</b> <b>CA</b> INSTRUCTIONAL SVCS-3 DAYS	114.00
<b>Vendor Total</b>		<b>114.00</b>		
<b>FYTD for HO, KEVIN CHINH</b>		<b>836.00</b>		
<b>HOGARD, JOHN T.</b>				
4/4/2011	882430	1,250.00	Remit to: <b>CORONA</b> <b>CA</b> 01/04/10 - 12/19/2010, PD APR	1,250.00
<b>Vendor Total</b>		<b>1,250.00</b>		
<b>FYTD for HOGARD, JOHN T.</b>		<b>2,333.50</b>		
<b>HOUSER, EDITH E.</b>				
4/4/2011	207230	318.73	Remit to: <b>MORENO VALLEY</b> <b>CA</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HOUSER, EDITH E.</b>		<b>3,187.30</b>		



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<b>HOWARD, GABRIEL/IVONNE</b>				
4/25/2011	207542	150.00	Remit to: <b>MORENO VALLEY CA</b>	
			REFUND-SPAY/NEUTER DEP	75.00
			REFUND-SPAY/NEUTER DEP	75.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for HOWARD, GABRIEL/IVONNE</b>		<b>150.00</b>		
<b>HUGHES, NILA</b>				
4/11/2011	207363	20.00	Remit to: <b>MORENO VALLEY CA</b>	
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for HUGHES, NILA</b>		<b>20.00</b>		
<b>ICMA RETIREMENT CORP 457</b>				
4/8/2011	2835	9,510.37	Remit to: <b>BALTIMORE MD</b>	
			DEF COMP-457 4/8/11	9,510.37
4/22/2011	2843	9,510.37	DEF COMP-457 4/22/11	9,510.37
<b>Vendor Total</b>		<b>19,020.74</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>207,917.89</b>		
<b>IL SORRENTO MOBILE PARK</b>				
4/11/2011	207364	175.53	Remit to: <b>MORENO VALLEY CA</b>	
			REFUND-UT USER TAXES	175.53
<b>Vendor Total</b>		<b>175.53</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>1,338.92</b>		
<b>IMAN, ADAN</b>				
4/4/2011	207231	44.50	Remit to: <b>MORENO VALLEY CA</b>	
			REFUND-CITATION OVRPMT	44.50
<b>Vendor Total</b>		<b>44.50</b>		
<b>FYTD for IMAN, ADAN</b>		<b>44.50</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
4/11/2011	207365	475.00	Remit to: <b>DES MOINES IA</b>	
			NON-EXEMPT ANNUITY	475.00
<b>Vendor Total</b>		<b>475.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>4,750.00</b>		



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<b>INLAND CONTRACTORS, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	882431	840.00		
			NUISANCE ABTMNT SVCS-CODE	158.00
			NUISANCE ABTMNT SVCS-CODE	293.00
			NUISANCE ABTMNT SVCS-CODE	389.00
4/11/2011	882508	524.00		
			ABATEMENT SVCS-24268 BAY AVE	524.00
<b>Vendor Total</b>		<b>1,364.00</b>		
<b>FYTD for INLAND CONTRACTORS, INC.</b>		<b>27,340.68</b>		
<b>INLAND EMPIRE BROADCASTNG CORP</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/25/2011	207543	5,175.00		
			ADVERTISING SVCS-EDD	5,175.00
<b>Vendor Total</b>		<b>5,175.00</b>		
<b>FYTD for INLAND EMPIRE BROADCASTNG CORP</b>		<b>5,175.00</b>		
<b>INLAND EMPIRE MAGAZINE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/25/2011	207544	795.00		
			ADVERTISING SVCS-EDD	795.00
<b>Vendor Total</b>		<b>795.00</b>		
<b>FYTD for INLAND EMPIRE MAGAZINE</b>		<b>4,275.00</b>		
<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882432	707.00		
			NUISANCE ABTMNT SVCS-CODE	250.00
			NUISANCE ABTMNT SVCS-CODE	457.00
4/25/2011	882590	87.00		
			NUISANCE ABTMNT SVC-CODE	87.00
<b>Vendor Total</b>		<b>794.00</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>54,877.62</b>		
<b>INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>				
			<u>Remit to:</u> <b>BLOOMINGTON</b> <b>CA</b>	
4/11/2011	882509	425.15		
			FUEL DISP REPAIR-FS #2	239.22
			FUEL DISP REPAIR-FS #58	185.93
<b>Vendor Total</b>		<b>425.15</b>		
<b>FYTD for INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>		<b>650.59</b>		
<b>INLAND TAN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207232	24.73		
			REFUND-BUS LIC OVRPMT	24.73
<b>Vendor Total</b>		<b>24.73</b>		
<b>FYTD for INLAND TAN</b>		<b>24.73</b>		



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<b>INSIDE PLANTS, INC.</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
4/11/2011	882510	326.00	PLANT MAINT-CONF & REC CTR	326.00
4/25/2011	882591	45.00	PLANT MAINT-CONF & REC CTR	45.00
<b>Vendor Total</b>		<b>371.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>3,215.00</b>		
<b>INTERNAL REVENUE SERVICE</b>				
			Remit to:	
4/1/2011	2830	2,000.00	DEP FED TAX W/H 4/1/11	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>2,921,441.54</b>		
<b>IRONWOOD SMOKE SHOP</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207233	75.61	REFUND-BUS LIC OVRPMT	75.61
<b>Vendor Total</b>		<b>75.61</b>		
<b>FYTD for IRONWOOD SMOKE SHOP</b>		<b>75.61</b>		
<b>J CAMPOS LANDSCAPING</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207234	29.86	REFUND-BUS LIC OVRPMT	29.86
<b>Vendor Total</b>		<b>29.86</b>		
<b>FYTD for J CAMPOS LANDSCAPING</b>		<b>29.86</b>		
<b>J D H CONTRACTING</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	882511	1,185.00	V-DITCH IN PLANTER-PSB	1,185.00
4/18/2011	882544	5,364.00	CONTRACT SVCS-EOC	3,429.00
			CONTRACT SVCS-CITY HALL	1,935.00
<b>Vendor Total</b>		<b>6,549.00</b>		
<b>FYTD for J D H CONTRACTING</b>		<b>142,291.50</b>		
<b>JAM FIRE PROTECTION, INC</b>				
			Remit to: <b>MONROVIA</b>	<b>CA</b>
4/18/2011	207454	1,335.00	SEMI ANNUAL INSPECT SVCS-EOC	575.00
			SAFE OFF/POWR DOWN SYSTEMS-EOC	760.00
<b>Vendor Total</b>		<b>1,335.00</b>		
<b>FYTD for JAM FIRE PROTECTION, INC</b>		<b>1,335.00</b>		





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<b>JANDALI, AZZA</b>				
			Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207235	75.00	REFUND-SPAY DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for JANDALI, AZZA</b>		<b>150.00</b>		
<b>JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>				
			Remit to: <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	207366	75.00	MONTHLY RETAINER-COURIER SVCS	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for JANNEY &amp; JANNEY ATTORNEY SVCS, INC.</b>		<b>1,358.65</b>		
<b>JDEDGE SOFTWARE, LLC</b>				
			Remit to: <b>KRUGERVILLE</b> <b>TX</b>	
4/18/2011	882545	800.00	CONSULTING SVCS-TECH SVCS	800.00
4/25/2011	882592	675.00	CONSULTING SVCS-TECH SVCS	675.00
<b>Vendor Total</b>		<b>1,475.00</b>		
<b>FYTD for JDEDGE SOFTWARE, LLC</b>		<b>22,127.50</b>		
<b>JOBS AVAILABLE, INC.</b>				
			Remit to: <b>MODESTO</b> <b>CA</b>	
4/25/2011	207545	262.50	EMPLOYMENT ADVERTISING-HR	262.50
<b>Vendor Total</b>		<b>262.50</b>		
<b>FYTD for JOBS AVAILABLE, INC.</b>		<b>1,015.00</b>		
<b>JONES FAMILY DAY CARE</b>				
			Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207236	93.50	REFUND-BUS LIC OVRPMT	93.50
<b>Vendor Total</b>		<b>93.50</b>		
<b>FYTD for JONES FAMILY DAY CARE</b>		<b>93.50</b>		
<b>JONES, SUSAN</b>				
			Remit to: <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882433	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>3,187.30</b>		
<b>JTB SUPPLY CO., INC.</b>				
			Remit to: <b>ORANGE</b> <b>CA</b>	
4/4/2011	207237	4,116.19	TRAFFIC SIGNAL SUPPLIES	4,116.19
<b>Vendor Total</b>		<b>4,116.19</b>		
<b>FYTD for JTB SUPPLY CO., INC.</b>		<b>31,606.03</b>		



# City of Moreno Valley

## Check Register

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<b>K-12 SPECIALTIES INC.</b>				
			Remit to: <b>SAN DIMAS</b>	<b>CA</b>
4/25/2011	882593	353.43		
			CLEANING SUPPLIES-CONF & REC C	353.43
<b>Vendor Total</b>		<b>353.43</b>		
<b>FYTD for K-12 SPECIALTIES INC.</b>		<b>353.43</b>		
<b>KARINA SPORTS</b>				
			Remit to: <b>SANTA ANA</b>	<b>CA</b>
4/4/2011	207238	28.86		
			REFUND-BUS LIC OVRPMT	28.86
<b>Vendor Total</b>		<b>28.86</b>		
<b>FYTD for KARINA SPORTS</b>		<b>28.86</b>		
<b>KASHEFIPOUR, HOSSEIN</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207367	297.90		
			MILEAGE REIMBURSEMENT	38.00
			MILEAGE REIMBURSEMENT	75.50
			MILEAGE REIMBURSEMENT	36.50
			MILEAGE REIMBURSEMENT	30.09
			MILEAGE REIMBURSEMENT	26.52
			MILEAGE REIMBURSEMENT	91.29
<b>Vendor Total</b>		<b>297.90</b>		
<b>FYTD for KASHEFIPOUR, HOSSEIN</b>		<b>638.90</b>		
<b>KING, PATRICIA A.</b>				
			Remit to: <b>LAS VEGAS</b>	<b>NV</b>
4/4/2011	207239	267.88		
			RETIREE MED APR '11	267.88
<b>Vendor Total</b>		<b>267.88</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>3,085.60</b>		
<b>KINGCADE, LAVETTE</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	207455	45.00		
			REFUND-ANML SVC FEES	19.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	16.00
<b>Vendor Total</b>		<b>45.00</b>		
<b>FYTD for KINGCADE, LAVETTE</b>		<b>45.00</b>		
<b>KLAGUES, JENNELL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207240	75.00		
			REFUND-NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for KLAGUES, JENNELL</b>		<b>75.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>KOLB, CHARLES E.</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/4/2011	882434	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLB, CHARLES E.</b>		<b>3,187.30</b>		
<b>KOLLAR, KYLE</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/4/2011	882435	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>3,187.30</b>		
<b>KONICA MINOLTA BUSINESS SOLUTIONS USA</b>				
			Remit to: <b>RAMSEY NJ</b>	
4/18/2011	207456	79.48	REFUND-BUS LIC OVRPMT	79.48
<b>Vendor Total</b>		<b>79.48</b>		
<b>FYTD for KONICA MINOLTA BUSINESS SOLUTIONS USA</b>		<b>79.48</b>		
<b>KOSER, MATTHEW</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/11/2011	207368	75.00	PER DIEM-OTS LDRSHP & TRNG SEM	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for KOSER, MATTHEW</b>		<b>75.00</b>		
<b>KYLE, GARY M.</b>				
			Remit to: <b>PRESCOTT VALLEY AZ</b>	
4/4/2011	882436	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KYLE, GARY M.</b>		<b>3,187.30</b>		
<b>L D M PLUMBING &amp; MECHANICAL, INC</b>				
			Remit to: <b>ORCUTT CA</b>	
4/11/2011	207369	23.13	REFUND-BUS LIC OVRPMT	23.13
<b>Vendor Total</b>		<b>23.13</b>		
<b>FYTD for L D M PLUMBING &amp; MECHANICAL, INC</b>		<b>23.13</b>		
<b>LAFATA, JOSEPHINE</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/4/2011	882437	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>3,168.46</b>		



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<b>LAM, FRANCISCO</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/25/2011	207546	36.00		
			REFUND-CAMP REGIST	36.00
<b>Vendor Total</b>		<b>36.00</b>		
<b>FYTD for LAM, FRANCISCO</b>		<b>195.25</b>		
<b>LANG, TRACEY</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207241	152.00		
			INSTRUCTIONAL SVCS-4 DAYS	152.00
4/11/2011	207370	152.00		
			INSTRUCTIONAL SVCS-4 DAYS	152.00
<b>Vendor Total</b>		<b>304.00</b>		
<b>FYTD for LANG, TRACEY</b>		<b>760.00</b>		
<b>LAW ENFORCEMENT ASSOCIATES</b>				
			Remit to: <b>RALEIGH</b>	<b>NC</b>
4/25/2011	207547	12,541.83		
			MICRO DV CAMERAS-PD	12,000.00
			MEMORY CARDS-PD	1,119.60
			DISCOUNT-PD	-1,697.23
			SHIPPING-PD	120.00
			SALES TAX-PD	999.46
<b>Vendor Total</b>		<b>12,541.83</b>		
<b>FYTD for LAW ENFORCEMENT ASSOCIATES</b>		<b>12,541.83</b>		
<b>LAWN TECH EQUIPMENT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/25/2011	882594	14.59		
			TREE TRIMMING EQUIP PART	14.59
<b>Vendor Total</b>		<b>14.59</b>		
<b>FYTD for LAWN TECH EQUIPMENT</b>		<b>2,632.41</b>		
<b>LEAAETOA, SAVIETI ASELA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207242	54.54		
			REFUND-CITATION OVRPMT	54.54
<b>Vendor Total</b>		<b>54.54</b>		
<b>FYTD for LEAAETOA, SAVIETI ASELA</b>		<b>54.54</b>		
<b>LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV</b>				
			Remit to: <b>RANCHO MIRAGE</b>	<b>CA</b>
4/4/2011	207243	100.00		
			ANNUAL MEMBERSHIP	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for LEAGUE OF CALIFORNIA CITIES-RIV CNTY DIV</b>		<b>100.00</b>		



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<b>LENNY'S AUTO REPAIR</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
4/4/2011	207244	100.61		
			REFUND-BUS LIC OVRPMT	100.61
<b>Vendor Total</b>		<b>100.61</b>		
<b>FYTD for LENNY'S AUTO REPAIR</b>		<b>100.61</b>		
<b>LEWIS, CAROLYN S.</b>				
			<u>Remit to:</u> <b>BEAUMONT</b> <b>CA</b>	
4/4/2011	882438	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>3,168.46</b>		
<b>LEXISNEXIS</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
4/25/2011	882595	1,480.00		
			ONLINE SVCS-CDD	370.00
			ONLINE SVCS-CITY ATTORNEYS	740.00
			ONLINE SVCS-CITY CLERKS	370.00
<b>Vendor Total</b>		<b>1,480.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>16,280.00</b>		
<b>LINDA CONSTANT, PAUL NEY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	207245	6,400.00		
			SETTLEMENT AGREEMENT	6,400.00
<b>Vendor Total</b>		<b>6,400.00</b>		
<b>FYTD for LINDA CONSTANT, PAUL NEY</b>		<b>6,400.00</b>		
<b>LINTON, ROBERT</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
4/11/2011	207372	1,500.00		
			TUITION REIMBURSEMENT	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for LINTON, ROBERT</b>		<b>1,500.00</b>		
<b>LOAR, CARRIE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207373	50.00		
			REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for LOAR, CARRIE</b>		<b>50.00</b>		
<b>LOGAN, CHARLES</b>				
			<u>Remit to:</u> <b>LAS VEGAS</b> <b>NV</b>	
4/4/2011	882439	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>3,187.30</b>		



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<b>LONTHAIR, PAUL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207374	75.00	PER DIEM-OTS LDRSHP & TRNG SEM	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for LONTHAIR, PAUL</b>		<b>75.00</b>		
<b>LOPEZ, EMMANUEL</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	207457	76.00	REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	16.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for LOPEZ, EMMANUEL</b>		<b>76.00</b>		
<b>LOR GEOTECHNICAL GROUP, INC.</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	882440	500.00	SUNNYMD BLVD PED ACCESS RAMP	500.00
4/18/2011	882547	8,056.00	IRONWD AVE-DAY TO BARCLAY PROJ	8,056.00
4/25/2011	882596	6,938.00	IRONWD AVE-DAY TO BARCLAY PROJ	6,938.00
<b>Vendor Total</b>		<b>15,494.00</b>		
<b>FYTD for LOR GEOTECHNICAL GROUP, INC.</b>		<b>77,755.00</b>		
<b>LOS ANGELES TIMES</b>				
			Remit to: <b>PHOENIX</b>	<b>AZ</b>
4/4/2011	207246	23.92	SUBSCRIPTION RNWL-CITY MGR	23.92
<b>Vendor Total</b>		<b>23.92</b>		
<b>FYTD for LOS ANGELES TIMES</b>		<b>47.84</b>		
<b>LOYOLA, MICHAEL</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207247	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for LOYOLA, MICHAEL</b>		<b>95.00</b>		
<b>LUMLEY, ROBERT C.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882441	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>3,187.30</b>		



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<b>LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	882512	5,000.00		
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
			CDBG SVCS-SHELTER PRGM	1,250.00
<b>Vendor Total</b>		<b>5,000.00</b>		
<b>FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>		<b>24,882.00</b>		
<b>M J CLEANING COMPANY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207248	43.38		
			REFUND-BUS LIC OVRPMT	43.38
<b>Vendor Total</b>		<b>43.38</b>		
<b>FYTD for M J CLEANING COMPANY</b>		<b>85.95</b>		
<b>MARINA LANDSCAPE, INC</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
4/25/2011	207599	9,419.95		
			LANDSCAPE MAINT-DSG2	4,425.04
			LANDSCAPE MAINT-DSG2	4,994.91
<b>Vendor Total</b>		<b>9,419.95</b>		
<b>FYTD for MARINA LANDSCAPE, INC</b>		<b>76,927.80</b>		
<b>MARTINEZ, DEO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/25/2011	207549	90.00		
			REFUND-FALSE ALARM FEE	90.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for MARTINEZ, DEO</b>		<b>90.00</b>		
<b>MARTINEZ, REGGIE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/18/2011	207458	70.00		
			SPORTS OFFICIATING SVCS	70.00
4/25/2011	207550	70.00		
			SPORTS OFFICIATING SVCS	70.00
<b>Vendor Total</b>		<b>140.00</b>		
<b>FYTD for MARTINEZ, REGGIE</b>		<b>910.00</b>		
<b>MATHIS, NOLAN</b>				
			<u>Remit to:</u> <b>JACKSON</b> <b>KY</b>	
4/4/2011	882442	290.00		
			FEB '11, PD APR '11	290.00
<b>Vendor Total</b>		<b>290.00</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>2,948.00</b>		



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<b>MATICH CORPORATION</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
4/18/2011	882548	0.00	ASPHALTIC MATERIALS	9,040.37
			VOIDED CHECK #882548ON 4/21/11	-9,040.37
4/25/2011	207600	10,985.94	ASPHALTIC MATERIALS	1,381.52
			ASPHALTIC MATERIALS	145.73
			ASPHALTIC MATERIALS	161.03
			ASPHALTIC MATERIALS	114.39
			ASPHALTIC MATERIALS	142.90
			ASPHALTIC MATERIALS	9,040.37
<b>Vendor Total</b>		<b>10,985.94</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>32,020.94</b>		
<b>MATTHEW BENDER &amp; CO., INC.</b>				
			Remit to: <b>PHILADELPHIA</b>	<b>PA</b>
4/25/2011	207551	1,672.00	TIME MATTERS MAINT-TECH SVCS	210.00
			TIME MATTERS MAINT-TECH SVCS	-10.50
			TIME MATTERS MAINT-TECH SVCS	427.50
			BILLING MATTER MAINT-TECH SVCS	350.00
			BILLING MATTER MAINT-TECH SVCS	-17.50
			BILLING MATTER MAINT-TECH SVCS	712.50
<b>Vendor Total</b>		<b>1,672.00</b>		
<b>FYTD for MATTHEW BENDER &amp; CO., INC.</b>		<b>1,672.00</b>		
<b>MAXINOSKI, SUE A.</b>				
			Remit to: <b>AVINGER</b>	<b>TX</b>
4/4/2011	882443	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MAXINOSKI, SUE A.</b>		<b>3,187.30</b>		
<b>MAYANS DEVELOPMENT INC</b>				
			Remit to: <b>YORBA LINDA</b>	<b>CA</b>
4/18/2011	207459	1,314.48	MAINT/REHAB SVCS-11620 WARBLER	340.00
			MAINT/REHAB SVCS-15736 GRANADA	974.48
<b>Vendor Total</b>		<b>1,314.48</b>		
<b>FYTD for MAYANS DEVELOPMENT INC</b>		<b>126,039.81</b>		
<b>McDONALD, CHRIS</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	207460	456.00	INSTRUCTIONAL SVCS-12 DAYS	456.00
<b>Vendor Total</b>		<b>456.00</b>		
<b>FYTD for McDONALD, CHRIS</b>		<b>2,242.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MEEKS, DANIEL</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/18/2011	882549	280.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
<b>Vendor Total</b>		<b>280.00</b>		
<b>FYTD for MEEKS, DANIEL</b>		<b>1,780.00</b>		
<b>MENGISTU, YESHIALEM</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207461	115.26		
			MILEAGE REIMBURSEMENT	115.26
<b>Vendor Total</b>		<b>115.26</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>921.14</b>		
<b>MESA, MICHELLE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207249	404.50		
			REFUND-CITATION DISMISSED	404.50
<b>Vendor Total</b>		<b>404.50</b>		
<b>FYTD for MESA, MICHELLE</b>		<b>404.50</b>		
<b>MESSIN, LOUIS</b>				
			Remit to: <b>BULLHEAD CITY</b>	<b>AZ</b>
4/4/2011	882444	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>3,187.30</b>		
<b>MEYERS, ROBERT</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207375	189.00		
			INSTRUCTION SVCS-DRAWING	189.00
<b>Vendor Total</b>		<b>189.00</b>		
<b>FYTD for MEYERS, ROBERT</b>		<b>2,100.00</b>		
<b>MILES, ROBERT</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882445	229.88		
			RETIREE MED APR '11	229.88
<b>Vendor Total</b>		<b>229.88</b>		
<b>FYTD for MILES, ROBERT</b>		<b>2,086.70</b>		
<b>MINARD, MARK E.</b>				
			Remit to: <b>REDLANDS</b>	<b>CA</b>
4/4/2011	882446	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MINARD, MARK E.</b>		<b>3,123.94</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MIRANDA, JOANNA</b>				
4/25/2011	207552	50.00	Remit to: <b>MORENO VALLEY CA</b> REFUND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for MIRANDA, JOANNA</b>		<b>100.00</b>		
<b>MISTRETTA, ARTHUR</b>				
4/18/2011	882550	180.00	Remit to: <b>MORENO VALLEY CA</b> SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	72.00
<b>Vendor Total</b>		<b>180.00</b>		
<b>FYTD for MISTRETTA, ARTHUR</b>		<b>2,646.00</b>		
<b>MOLLICA, MIKE</b>				
4/4/2011	882447	401.42	Remit to: <b>DUNNELLON FL</b> RETIREE MED APR '11	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>4,014.20</b>		
<b>MONTO, DANIEL</b>				
4/18/2011	207462	26.01	Remit to: <b>RIVERSIDE CA</b> MILEAGE REIMBURSEMENT	26.01
<b>Vendor Total</b>		<b>26.01</b>		
<b>FYTD for MONTO, DANIEL</b>		<b>74.97</b>		
<b>MORA, PATRICIA A.</b>				
4/4/2011	882448	318.73	Remit to: <b>MORENO VALLEY CA</b> RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORA, PATRICIA A.</b>		<b>3,187.30</b>		
<b>MORENO VALLEY BOWL</b>				
4/25/2011	207553	400.00	Remit to: <b>MORENO VALLEY CA</b> INSTRUCTOR SVCS-BOWLING	400.00
<b>Vendor Total</b>		<b>400.00</b>		
<b>FYTD for MORENO VALLEY BOWL</b>		<b>800.00</b>		



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<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/11/2011	207376	90.00		
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
			WAKE-UP MEETING	15.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>28,720.00</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/8/2011	2834	1,567.50		
			MVCEA DUES 4/8/11	1,567.50
4/22/2011	2842	1,562.00		
			MVCEA DUES 4/22/11	1,562.00
<b>Vendor Total</b>		<b>3,129.50</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>34,484.00</b>		
<b>MORENO VALLEY GATEWAY, LLC</b>				
			<u>Remit to:</u> <b>SAN JUAN CAPISTRANO CA</b>	
4/18/2011	882551	17,142.59		
			BLDG LEASE-FACILITIES ANNEX	2,458.97
			BLDG LEASE-TECH SVCS ANNEX	5,475.90
			BLDG LEASE-SPCL DIST/MVU ANNEX	9,207.72
<b>Vendor Total</b>		<b>17,142.59</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>171,425.90</b>		
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/11/2011	207377	70.00		
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
			ATTEND ADELANTE MEETING	10.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>6,230.00</b>		



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## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY POLICE VOLUNTEERS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207378	700.00		
			DONATIONS	100.00
			DONATIONS	100.00
			DONATIONS	200.00
			DONATIONS	100.00
			DONATIONS	200.00
<b>Vendor Total</b>		<b>700.00</b>		
<b>FYTD for MORENO VALLEY POLICE VOLUNTEERS</b>		<b>700.00</b>		
<b>MORENO VALLEY UTILITY</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/25/2011	207554	4,964.77		
			ELECTRIC SVC-UT FIELD OFFICE	74.77
			ERT METERS-TRFFC ENG	4,890.00
<b>Vendor Total</b>		<b>4,964.77</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>686,120.43</b>		
<b>MORGAN, LISA A.</b>				
			Remit to: <b>MENTONE</b>	<b>CA</b>
4/4/2011	882449	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MORGAN, LISA A.</b>		<b>3,187.30</b>		
<b>MSA - INLAND EMPIRE / DESERT CHAPTER</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
4/25/2011	207555	40.00		
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
			MSA TRNG/TRADE SHOW LUNCH	5.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for MSA - INLAND EMPIRE / DESERT CHAPTER</b>		<b>40.00</b>		
<b>MULTI - FAMILY BUILDERS, INC</b>				
			Remit to: <b>PALM DESERT</b>	<b>CA</b>
4/4/2011	207250	57.00		
			REFUND-BUS LIC OVRPMT	57.00
<b>Vendor Total</b>		<b>57.00</b>		
<b>FYTD for MULTI - FAMILY BUILDERS, INC</b>		<b>57.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MUNOZ, ARIEL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/18/2011	207464	79.29		
			MILEAGE REIMBURSEMENT	13.50
			MILEAGE REIMBURSEMENT	65.79
<b>Vendor Total</b>		<b>79.29</b>		
<b>FYTD for MUNOZ, ARIEL</b>		<b>243.29</b>		
<b>MUSICK, PEELER &amp; GARRETT, LLP</b>				
			<u>Remit to:</u> <b>LOS ANGELES CA</b>	
4/11/2011	207379	5,640.00		
			LEGAL SERVICES-HR	5,640.00
<b>Vendor Total</b>		<b>5,640.00</b>		
<b>FYTD for MUSICK, PEELER &amp; GARRETT, LLP</b>		<b>27,099.34</b>		
<b>MYERS, ANA MARIA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/25/2011	207556	75.00		
			INSTRUCTOR SVCS-CPR/1ST AID	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for MYERS, ANA MARIA</b>		<b>150.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
			<u>Remit to:</u> <b>COLUMBUS OH</b>	
4/8/2011	2832	8,290.90		
			PST DEF COMP FOR FICA 4/8/11	8,290.90
4/8/2011	2833	23,944.87		
			DEF COMP-457 & 401(A) 4/8/11	23,944.87
4/22/2011	2840	8,066.27		
			PST DEF COMP FOR FICA 4/22/11	8,066.27
4/22/2011	2841	23,944.87		
			DEF COMP-457 & 401(A) 4/22/11	23,944.87
4/22/2011	2848	119.00		
			DEF COMP-457 & 401(A) 4/22/11	119.00
<b>Vendor Total</b>		<b>64,365.91</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>687,065.66</b>		
<b>NAVARRETTE, RALPH</b>				
			<u>Remit to:</u> <b>RANCHO CUCAMONGA CA</b>	
4/4/2011	882450	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NAVARRETTE, RALPH</b>		<b>3,187.30</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NAVCO SECURITY SYSTEMS</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
4/11/2011	882513	6,518.60	INDOOR DOME CAMERAS-PSB	6,518.60
4/18/2011	882552	196.00	DVR REPAIR-POLICE	196.00
<b>Vendor Total</b>		<b>6,714.60</b>		
<b>FYTD for NAVCO SECURITY SYSTEMS</b>		<b>7,313.35</b>		
<b>NELSON, ROBERT</b>				
			Remit to: <b>ONTARIO</b>	<b>CA</b>
4/4/2011	882451	325.66	RETIREE MED APR '11	325.66
<b>Vendor Total</b>		<b>325.66</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>3,136.24</b>		
<b>NELSON, RUTH L.</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/4/2011	882452	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NELSON, RUTH L.</b>		<b>3,187.30</b>		
<b>NELSON, TIMOTHY IVAN</b>				
			Remit to: <b>GRAND TERRACE</b>	<b>CA</b>
4/11/2011	207380	532.00	INSTRUCTIONAL SVCS-14 DAYS	532.00
<b>Vendor Total</b>		<b>532.00</b>		
<b>FYTD for NELSON, TIMOTHY IVAN</b>		<b>3,116.00</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
4/4/2011	207251	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>3,187.30</b>		
<b>NEW HORIZON MOBILE HOME PARK</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	882514	12.67	REFUND-UT USER TAXES	12.67
<b>Vendor Total</b>		<b>12.67</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>58.49</b>		
<b>NGUYEN, QUANG</b>				
			Remit to: <b>AZUSA</b>	<b>CA</b>
4/18/2011	882553	114.24	MILEAGE REIMBURSEMENT	114.24
<b>Vendor Total</b>		<b>114.24</b>		
<b>FYTD for NGUYEN, QUANG</b>		<b>462.24</b>		



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<b>NIEBURGER, JUDITH A.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207252	401.42	RETIREE MED APR '11	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>4,014.20</b>		
<b>NINYO &amp; MOORE GEOTECHNICAL</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
4/4/2011	207253	11,741.00	IRONWOOD AVE/INDIAN BASIN PROJ	11,741.00
4/25/2011	207557	9,592.50	IRONWOOD AVE/INDIAN BASIN PROJ	9,592.50
<b>Vendor Total</b>		<b>21,333.50</b>		
<b>FYTD for NINYO &amp; MOORE GEOTECHNICAL</b>		<b>60,786.00</b>		
<b>NOBEL SYSTEMS</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
4/25/2011	882599	3,892.00	GIS CONVERSION SVCS-TECH SVCS	3,892.00
<b>Vendor Total</b>		<b>3,892.00</b>		
<b>FYTD for NOBEL SYSTEMS</b>		<b>53,352.00</b>		
<b>NOBLES, GARRETT</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/18/2011	207465	107.10	MILEAGE REIMBURSEMENT	107.10
<b>Vendor Total</b>		<b>107.10</b>		
<b>FYTD for NOBLES, GARRETT</b>		<b>613.18</b>		
<b>OFFICE DEPOT</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/25/2011	207558	91.07	EMERG OFFICE SUPPLIES-FIRE PRV	91.07
<b>Vendor Total</b>		<b>91.07</b>		
<b>FYTD for OFFICE DEPOT</b>		<b>179.79</b>		
<b>OKABE, LESLIE</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207382	30.00	REFUND-FALSE ALARM FEE	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for OKABE, LESLIE</b>		<b>30.00</b>		



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<b>OPERATION SAFEHOUSE, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	207383	1,952.02		
			CDBG SVCS-SHELTER PRGM	1,838.56
			CDBG SVCS-SHELTER PRGM	113.46
<b>Vendor Total</b>		<b>1,952.02</b>		
<b>FYTD for OPERATION SAFEHOUSE, INC.</b>		<b>10,497.48</b>		
<b>ORACLE AMERICA</b>				
			<u>Remit to:</u> <b>SAN FRANCISCO</b> <b>CA</b>	
4/25/2011	207559	21,621.69		
			ONEWORLD MAINT-TECH SVCS	21,621.69
<b>Vendor Total</b>		<b>21,621.69</b>		
<b>FYTD for ORACLE AMERICA</b>		<b>64,865.07</b>		
<b>ORROCK, POPKA, FORTINO &amp; BRISLIN</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	882515	740.05		
			LEGAL SERVICES-RISK MGT	740.05
4/18/2011	882554	789.70		
			LEGAL SERVICES-RISK MGT	626.40
			LEGAL SERVICES-RISK MGT	163.30
<b>Vendor Total</b>		<b>1,529.75</b>		
<b>FYTD for ORROCK, POPKA, FORTINO &amp; BRISLIN</b>		<b>12,669.23</b>		
<b>OTAKU WANTED</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207254	57.00		
			REFUND-BUS LIC OVRPMT	57.00
<b>Vendor Total</b>		<b>57.00</b>		
<b>FYTD for OTAKU WANTED</b>		<b>57.00</b>		
<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
			<u>Remit to:</u> <b>LONG BEACH</b> <b>CA</b>	
4/11/2011	882516	105.00		
			SR-60/NASON ST. INTRCHNG PROJ	105.00
4/18/2011	882555	13,440.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
<b>Vendor Total</b>		<b>13,545.00</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>116,037.75</b>		
<b>P&amp;D CONSULTANTS, INC.</b>				
			<u>Remit to:</u> <b>ORANGE</b> <b>CA</b>	
4/4/2011	207255	4,800.00		
			UNITY CT WATER CONSERV PROJ	1,500.00
			UNITY CT WATER CONSERV PROJ	2,200.00
			UNITY CT WATER CONSERV PROJ	1,100.00
<b>Vendor Total</b>		<b>4,800.00</b>		
<b>FYTD for P&amp;D CONSULTANTS, INC.</b>		<b>4,800.00</b>		





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<b>PACIFIC GREEN HORTICULTURAL SVC</b>				
			Remit to: <b>UPLAND</b>	<b>CA</b>
4/11/2011	882517	989.00		
			FERTILIZATION SVCS-E1	302.97
			FERTILIZATION SVCS-E4	550.15
			FERTILIZATION SVCS-E7	112.61
			FERTILIZATION SVCS-E14	23.27
<b>Vendor Total</b>		<b>989.00</b>		
<b>FYTD for PACIFIC GREEN HORTICULTURAL SVC</b>		<b>7,526.83</b>		
<b>PACIFIC SAFETY COUNCIL</b>				
			Remit to: <b>SAN DIEGO</b>	<b>CA</b>
4/18/2011	207498	3,240.00		
			SAFETY TRAINING WORKSHOP	3,240.00
<b>Vendor Total</b>		<b>3,240.00</b>		
<b>FYTD for PACIFIC SAFETY COUNCIL</b>		<b>3,435.75</b>		
<b>PACIFIC TELEMAGEMENT SERVICES</b>				
			Remit to: <b>SAN RAMON</b>	<b>CA</b>
4/18/2011	882557	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
<b>Vendor Total</b>		<b>438.48</b>		
<b>FYTD for PACIFIC TELEMAGEMENT SERVICES</b>		<b>4,384.80</b>		
<b>PAINTING BY ZEB BODE</b>				
			Remit to: <b>NORCO</b>	<b>CA</b>
4/4/2011	207305	2,400.00		
			PAINTING SVCS-CELEB PARK	2,400.00
<b>Vendor Total</b>		<b>2,400.00</b>		
<b>FYTD for PAINTING BY ZEB BODE</b>		<b>12,450.00</b>		
<b>PARAGON TATTOO</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207384	24.97		
			REFUND-BUS LIC OVRPMT	24.97
<b>Vendor Total</b>		<b>24.97</b>		
<b>FYTD for PARAGON TATTOO</b>		<b>24.97</b>		
<b>PAREDES, KRYSTAL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207466	9,418.50		
			RENTAL ASSISTANCE	9,418.50
<b>Vendor Total</b>		<b>9,418.50</b>		
<b>FYTD for PAREDES, KRYSTAL</b>		<b>9,418.50</b>		



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<b>PATH OF LIFE MINISTRIES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207385	15,000.00		
			CDBG SVCS-SHELTER PRGM	15,000.00
<b>Vendor Total</b>		<b>15,000.00</b>		
<b>FYTD for PATH OF LIFE MINISTRIES</b>		<b>15,000.00</b>		
<b>PATTERSON, ALFREY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207256	229.88		
			RETIREE MED APR '11	229.88
<b>Vendor Total</b>		<b>229.88</b>		
<b>FYTD for PATTERSON, ALFREY</b>		<b>2,086.70</b>		
<b>PATTERSON, MICHAEL</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
4/18/2011	207467	200.00		
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	20.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for PATTERSON, MICHAEL</b>		<b>560.00</b>		
<b>PAUL, MICHAEL</b>				
			<u>Remit to:</u> <b>HEMET</b>	<b>CA</b>
4/18/2011	207468	418.00		
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	110.00
			SPORTS OFFICIATING SVCS	44.00
			SPORTS OFFICIATING SVCS	66.00
			SPORTS OFFICIATING SVCS	88.00
			SPORTS OFFICIATING SVCS	44.00
<b>Vendor Total</b>		<b>418.00</b>		
<b>FYTD for PAUL, MICHAEL</b>		<b>1,967.00</b>		
<b>PAYAN, GISELA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207560	200.00		
			REFUND-RNTL DEP 3/20/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for PAYAN, GISELA</b>		<b>200.00</b>		
<b>PENA, IRIS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207469	60.08		
			MILEAGE REIMBURSEMENT	60.08
4/25/2011	207561	70.48		
			MILEAGE REIMBURSEMENT	70.48
<b>Vendor Total</b>		<b>130.56</b>		
<b>FYTD for PENA, IRIS</b>		<b>645.89</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PENTON MEDIA, INC.</b>				
			Remit to: <b>OVERLAND PARK</b>	<b>KS</b>
4/25/2011	882600	2,500.00	ADVERTISING SVCS-EDD	2,500.00
<b>Vendor Total</b>		<b>2,500.00</b>		
<b>FYTD for PENTON MEDIA, INC.</b>		<b>5,000.00</b>		
<b>PERMA</b>				
			Remit to: <b>PALM DESERT</b>	<b>CA</b>
4/11/2011	882518	423.22	PROP INS PREMIUM AUDIT	423.22
<b>Vendor Total</b>		<b>423.22</b>		
<b>FYTD for PERMA</b>		<b>469,862.69</b>		
<b>PERRIS VALLEY PRINTING CO.</b>				
			Remit to: <b>MENIFEE</b>	<b>CA</b>
4/11/2011	207386	172.91	IAR FORMS-FINANCE	159.00
			IAR FORMS-SALES TAX	13.91
<b>Vendor Total</b>		<b>172.91</b>		
<b>FYTD for PERRIS VALLEY PRINTING CO.</b>		<b>1,559.30</b>		
<b>PERRY, NORMA</b>				
			Remit to: <b>PIONEER</b>	<b>CA</b>
4/4/2011	207257	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>3,187.30</b>		
<b>PERS LONG TERM CARE PROGRAM</b>				
			Remit to: <b>PASADENA</b>	<b>CA</b>
4/11/2011	207387	458.63	LONG TERM CARE INSURANCE	458.63
4/25/2011	207562	458.63	LONG TERM CARE INSURANCE	458.63
<b>Vendor Total</b>		<b>917.26</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>10,259.90</b>		
<b>PETERSON, CHRISTINE</b>				
			Remit to: <b>MENTONE</b>	<b>CA</b>
4/18/2011	207470	297.46	TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
<b>Vendor Total</b>		<b>297.46</b>		
<b>FYTD for PETERSON, CHRISTINE</b>		<b>1,797.46</b>		



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<b>PHILLIPS, LA TAVIA</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/25/2011	207563	20.00	REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for PHILLIPS, LA TAVIA</b>		<b>20.00</b>		
<b>PITASSI ARCHITECTS, INC</b>				
			Remit to: <b>RANCHO CUCAMONGA CA</b>	
4/11/2011	882519	753.34	CORPORATE YARD FACILITY PROJ	753.34
4/18/2011	882558	264.51	CORPORATE YARD FACILITY PROJ	264.51
<b>Vendor Total</b>		<b>1,017.85</b>		
<b>FYTD for PITASSI ARCHITECTS, INC</b>		<b>169,478.51</b>		
<b>PLANIT REPROGRAPHICS</b>				
			Remit to: <b>RIVERSIDE CA</b>	
4/11/2011	207388	78.65	RPRGRPHC SVCS-AUTO MALL PROJ.	78.65
<b>Vendor Total</b>		<b>78.65</b>		
<b>FYTD for PLANIT REPROGRAPHICS</b>		<b>78.65</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
			Remit to: <b>COLTON CA</b>	
4/25/2011	882601	3,843.15	LANDSCAPE MAINT-ZONE S	1,712.15
			LANDSCAPE MAINT-E12	2,131.00
<b>Vendor Total</b>		<b>3,843.15</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>42,583.20</b>		
<b>POSTMASTER</b>				
			Remit to: <b>MORENO VALLEY CA</b>	
4/11/2011	207389	11,040.00	POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
			POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
			POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
			POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
			POSTAGE-FY 11/12 CSD BROCHURES	2,208.00
4/18/2011	207471	770.00	BRM PERMIT/ANNL MAINT FEES	636.55
			BRM PERMIT/ANNL MAINT FEES	133.45
<b>Vendor Total</b>		<b>11,810.00</b>		
<b>FYTD for POSTMASTER</b>		<b>36,159.87</b>		



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<b>POUNDS, NANCY</b>				
			<u>Remit to:</u> <b>REDLANDS</b> <b>CA</b>	
4/11/2011	207390	611.50	TUITION REIMBURSEMENT	611.50
<b>Vendor Total</b>		<b>611.50</b>		
<b>FYTD for POUNDS, NANCY</b>		<b>1,813.00</b>		
<b>POWER PLUS</b>				
			<u>Remit to:</u> <b>ANAHEIM</b> <b>CA</b>	
4/4/2011	207258	26.93	REFUND-BUS LIC OVRPMT	26.93
<b>Vendor Total</b>		<b>26.93</b>		
<b>FYTD for POWER PLUS</b>		<b>26.93</b>		
<b>POWERTECH ENGINES, INC.</b>				
			<u>Remit to:</u> <b>LOS ALTOS</b> <b>CA</b>	
4/25/2011	207564	298.23	PART-STREET SWEEPER	298.23
<b>Vendor Total</b>		<b>298.23</b>		
<b>FYTD for POWERTECH ENGINES, INC.</b>		<b>298.23</b>		
<b>PRESS ENTERPRISE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/25/2011	207565	5,845.70	ADVERTISING SVCS-EDD	4,529.48
			ADVERTISING SVCS-EDD	828.73
			ADVERTISING SVCS-EDD	487.49
<b>Vendor Total</b>		<b>5,845.70</b>		
<b>FYTD for PRESS ENTERPRISE</b>		<b>8,066.10</b>		
<b>PRICE, GEORGE E.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882454	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>3,187.30</b>		
<b>PROTECTION ONE, INC.</b>				
			<u>Remit to:</u> <b>WITCHITA</b> <b>KS</b>	
4/11/2011	207391	42.00	MONITORING SVCS-PRO SHOP	21.00
			MONITORING SVCS-MVTV STUDIO	21.00
<b>Vendor Total</b>		<b>42.00</b>		
<b>FYTD for PROTECTION ONE, INC.</b>		<b>404.00</b>		
<b>PULLIAM, TRENT D.</b>				
			<u>Remit to:</u> <b>MISSION VIEJO</b> <b>CA</b>	
4/4/2011	882455	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>3,187.30</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PW ENHANCEMENT CENTER</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882520	2,485.12	CDBG SVCS-EMERG SVCS PRGM	2,485.12
<b>Vendor Total</b>		<b>2,485.12</b>		
<b>FYTD for PW ENHANCEMENT CENTER</b>		<b>58,633.80</b>		
<b>QWEST COMMUNICATIONS COMPANY, LLC</b>				
			Remit to: <b>DENVER</b>	<b>CO</b>
4/18/2011	207472	48.29	REFUND-BUS LIC OVRPMT	48.29
<b>Vendor Total</b>		<b>48.29</b>		
<b>FYTD for QWEST COMMUNICATIONS COMPANY, LLC</b>		<b>48.29</b>		
<b>R &amp; S OVERHEAD DOORS, INC.</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
4/11/2011	882521	516.00	MOVABLE WALL MAINT-SENIOR CT	516.00
4/25/2011	882602	1,121.00	DOOR MAINT-FS #58	201.00
			DOOR MAINT-FS #2	201.00
			DOOR MAINT-FS #48	141.00
			DOOR MAINT-FS #6	201.00
			DOOR MAINT-FS #65	141.00
			DOOR MAINT-FS #91	236.00
<b>Vendor Total</b>		<b>1,637.00</b>		
<b>FYTD for R &amp; S OVERHEAD DOORS, INC.</b>		<b>20,397.25</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
			Remit to: <b>RANCHO CUCAMONGA</b>	<b>CA</b>
4/18/2011	882559	4,422.60	TEMP SVCS-R HENDERSON W/E 3/13	719.28
			TEMP SVCS-R HENDERSON W/E 3/20	719.28
			TEMP SVCS-R HENDERSON W/E 3/27	719.28
			TEMP SVCS-J RODRIGUEZ W/E 3/13	754.92
			TEMP SVCS-J RODRIGUEZ W/E 3/20	754.92
			TEMP SVCS-J RODRIGUEZ W/E 3/27	754.92
<b>Vendor Total</b>		<b>4,422.60</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>63,130.55</b>		
<b>RAMIREZ, MARISOL</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207473	24.00	INSTRUCTOR SVCS-FOLKLORIC DANC	24.00
<b>Vendor Total</b>		<b>24.00</b>		
<b>FYTD for RAMIREZ, MARISOL</b>		<b>42.00</b>		



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<b>RAMOS, ROBERTO</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207392	216.00		
			INSTRUCTION SVCS-TAE KWON DO	162.00
			INSTRUCTION SVCS-TAE KWON DO	54.00
<b>Vendor Total</b>		<b>216.00</b>		
<b>FYTD for RAMOS, ROBERTO</b>		<b>723.00</b>		
<b>RAY-RAMIREZ, DARCY L.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	207259	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RAY-RAMIREZ, DARCY L.</b>		<b>1,912.38</b>		
<b>RICE FIRE PROTECTION</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207260	314.13		
			REFUND-BUS LIC OVRPMT	314.13
<b>Vendor Total</b>		<b>314.13</b>		
<b>FYTD for RICE FIRE PROTECTION</b>		<b>314.13</b>		
<b>RICK ENGINEERING COMPANY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/4/2011	882456	985.00		
			T/S-SUNNYMD RANCH/VILLAGE RD	985.00
4/18/2011	882560	260.00		
			DRACAEA SIDEWALK IMPRVMT PROJ	260.00
<b>Vendor Total</b>		<b>1,245.00</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>38,513.16</b>		
<b>RIGHTWAY SITE SERVICES, INC.</b>				
			<u>Remit to:</u> <b>LAKE ELSINORE</b> <b>CA</b>	
4/18/2011	207474	72.38		
			PORTABLE RESTROOM-GOLF COURSE	72.38
<b>Vendor Total</b>		<b>72.38</b>		
<b>FYTD for RIGHTWAY SITE SERVICES, INC.</b>		<b>144.76</b>		
<b>RIVERSIDE AREA RAPE CRISIS CENTER</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	207394	982.17		
			CDBG SVCS-ABUSE PREV PRGM	492.12
			CDBG SVCS-ABUSE PREV PRGM	490.05
<b>Vendor Total</b>		<b>982.17</b>		
<b>FYTD for RIVERSIDE AREA RAPE CRISIS CENTER</b>		<b>5,463.83</b>		







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<b>RIVERSIDE COUNTY HABITAT CONSERVATION</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/18/2011	207477	4,750.00		
			MITIGATION FEES	4,750.00
<b>Vendor Total</b>		<b>4,750.00</b>		
<b>FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION</b>		<b>93,650.00</b>		
<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207263	1,982.12		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			RADIO SVCS-POLICE	1,769.45
4/25/2011	207567	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			VPN CONNECTION-TECH SVCS	30.26
<b>Vendor Total</b>		<b>2,225.05</b>		
<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>		<b>19,511.60</b>		
<b>RIVERSIDE COUNTY SHERIFF</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	882459	9,412.26		
			BOOKING FEES-POLICE	9,412.26
<b>Vendor Total</b>		<b>9,412.26</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>22,414,946.15</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207396	648.41		
			GARNISHMENT	173.66
			GARNISHMENT	474.75
4/25/2011	207568	883.20		
			GARNISHMENT	175.16
			GARNISHMENT	474.93
			GARNISHMENT	233.11
<b>Vendor Total</b>		<b>1,531.61</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>17,361.03</b>		
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207264	288.84		
			EXTRA DUTY SVCS-PD	282.68
			EXTRA DUTY SVCS-PD	6.16
<b>Vendor Total</b>		<b>288.84</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>178,889.29</b>		



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<b>RIVERSIDE RUBBER STAMP &amp; ENGRAVING</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207306	20.64		
			GREEN STAMP-PURCHASING	13.46
			GREEN STAMP-PURCHASING	6.00
			GREEN STAMP-PURCHASING	1.18
<b>Vendor Total</b>		<b>20.64</b>		
<b>FYTD for RIVERSIDE RUBBER STAMP &amp; ENGRAVING</b>		<b>166.99</b>		
<b>RLZ ENGINEERING</b>				
			Remit to: <b>CORONA</b>	<b>CA</b>
4/18/2011	882562	6,882.00		
			TEMP STAFFING SVCS-CAP PROJS	6,882.00
<b>Vendor Total</b>		<b>6,882.00</b>		
<b>FYTD for RLZ ENGINEERING</b>		<b>60,977.00</b>		
<b>ROBERT ALLEN CUNNINGHAM &amp; JOANNA SMITH</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207265	7,900.00		
			MOVING EXPENSES-PERRIS BL PROJ	7,900.00
<b>Vendor Total</b>		<b>7,900.00</b>		
<b>FYTD for ROBERT ALLEN CUNNINGHAM &amp; JOANNA SMITH</b>		<b>13,075.00</b>		
<b>ROBINSON, JOAQUIN DIEGO</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207397	190.00		
			INSTRUCTIONAL SVCS-5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for ROBINSON, JOAQUIN DIEGO</b>		<b>1,748.00</b>		
<b>ROCHA, SARA L.</b>				
			Remit to: <b>QUEEN CREEK</b>	<b>AZ</b>
4/4/2011	882461	812.31		
			JAN-MAR '1 (\$152.10 X 3), MAR-	812.31
<b>Vendor Total</b>		<b>812.31</b>		
<b>FYTD for ROCHA, SARA L.</b>		<b>3,356.87</b>		
<b>RODRIGUEZ, CARLOS</b>				
			Remit to: <b>SUN CITY</b>	<b>CA</b>
4/18/2011	207478	1,500.00		
			TUITION REIMBURSEMENT	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		
<b>FYTD for RODRIGUEZ, CARLOS</b>		<b>1,500.00</b>		



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<b>RODRIGUEZ, HECTOR</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/18/2011	207479	160.00		
			SPORTS OFFICIATING SVCS	80.00
			SPORTS OFFICIATING SVCS	80.00
	<b>Vendor Total</b>	<b>160.00</b>		
<b>FYTD for RODRIGUEZ, HECTOR</b>		<b>1,160.00</b>		
<b>RODRIGUEZ, LAUREN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/25/2011	207569	105.57		
			MILEAGE REIMBURSEMENT	105.57
	<b>Vendor Total</b>	<b>105.57</b>		
<b>FYTD for RODRIGUEZ, LAUREN</b>		<b>783.03</b>		
<b>RODRIGUEZ, RUDY</b>				
			<u>Remit to:</u> <b>WHITTIER</b> <b>CA</b>	
4/11/2011	207398	553.20		
			GARNISHMENT REFUND	553.20
	<b>Vendor Total</b>	<b>553.20</b>		
<b>FYTD for RODRIGUEZ, RUDY</b>		<b>553.20</b>		
<b>ROGERS, EUGENE</b>				
			<u>Remit to:</u> <b>PALM SPRINGS</b> <b>CA</b>	
4/4/2011	882462	318.73		
			RETIREE MED APR '11	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>3,187.30</b>		
<b>ROGERS, KIANNA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/25/2011	207570	45.90		
			MILEAGE REIMBURSEMENT	45.90
	<b>Vendor Total</b>	<b>45.90</b>		
<b>FYTD for ROGERS, KIANNA</b>		<b>1,075.53</b>		
<b>ROSS, DAVID T.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882463	318.73		
			RETIREE MED APR '11	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>3,187.30</b>		
<b>ROSSON, LOUIS A.</b>				
			<u>Remit to:</u> <b>PERRIS</b> <b>CA</b>	
4/4/2011	882464	270.80		
			RETIREE MED APR '11	174.30
			MAR '11, PAID APR '11	96.50
	<b>Vendor Total</b>	<b>270.80</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>2,917.96</b>		



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<b>RUIZ, HENRY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/25/2011	207571	300.00		
			REFUND-RNTL DEP 4/2/11	100.00
			REFUND-RNTL DEP 4/2/11	200.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for RUIZ, HENRY</b>		<b>300.00</b>		
<b>RUSSO, JOHN</b>				
			<u>Remit to:</u> <b>RANCHO MIRAGE</b> <b>CA</b>	
4/4/2011	882465	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>3,187.30</b>		
<b>RUVALCABA, RAFAEL</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207399	380.00		
			INSTRUCTIONAL SVCS-10 DAYS	380.00
<b>Vendor Total</b>		<b>380.00</b>		
<b>FYTD for RUVALCABA, RAFAEL</b>		<b>1,178.00</b>		
<b>SA ASSOCIATES</b>				
			<u>Remit to:</u> <b>ARCADIA</b> <b>CA</b>	
4/4/2011	882466	10,050.00		
			TEMP STAFFING SVCS-CAP PROJS	10,050.00
4/18/2011	882563	12,525.00		
			TEMP STAFFING SVCS-CAP PROJS	12,525.00
<b>Vendor Total</b>		<b>22,575.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>110,175.00</b>		
<b>SAFEPLAY BY DESIGN, INC</b>				
			<u>Remit to:</u> <b>ELK GROVE</b> <b>CA</b>	
4/11/2011	207400	15.00		
			INSPECTION WORKSHEETS-PARKS	15.00
<b>Vendor Total</b>		<b>15.00</b>		
<b>FYTD for SAFEPLAY BY DESIGN, INC</b>		<b>15.00</b>		
<b>SAFETY KLEEN CORP.</b>				
			<u>Remit to:</u> <b>HIGHLAND</b> <b>CA</b>	
4/4/2011	207266	1,200.57		
			WASHING TANK SVC-PW MAINT	825.00
			WASHING TANK SVC-PW MAINT	375.57
<b>Vendor Total</b>		<b>1,200.57</b>		
<b>FYTD for SAFETY KLEEN CORP.</b>		<b>1,200.57</b>		



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<b>SAGASTUME, MARIO</b>				
			Remit to: <b>HEMET</b>	<b>CA</b>
4/11/2011	207401	342.00		
			INSTRUCTIONAL SVCS-9 DAYS	342.00
	<b>Vendor Total</b>	<b>342.00</b>		
<b>FYTD for SAGASTUME, MARIO</b>		<b>1,064.00</b>		
<b>SALMAN, CLAUDIA</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207402	183.60		
			INSTRUCTION SVCS-ZUMBA	183.60
	<b>Vendor Total</b>	<b>183.60</b>		
<b>FYTD for SALMAN, CLAUDIA</b>		<b>523.20</b>		
<b>SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
4/4/2011	882467	919.09		
			FIRE EXTING SVC-EMRG MGT	239.48
			FIRE EXTING SVC-EMRG MGT	79.61
			FIRE SPRINKLER MAINT-CONF & RE	600.00
	<b>Vendor Total</b>	<b>919.09</b>		
<b>FYTD for SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>		<b>3,993.41</b>		
<b>SANCHEZ HANDYMAN</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207267	62.37		
			REFUND-BUS LIC OVRPMT	62.37
	<b>Vendor Total</b>	<b>62.37</b>		
<b>FYTD for SANCHEZ HANDYMAN</b>		<b>62.37</b>		
<b>SARES REGIS MANAGEMENT COMPNAY</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
4/4/2011	207268	46.81		
			REFUND-BUS LIC OVRPMT	46.81
	<b>Vendor Total</b>	<b>46.81</b>		
<b>FYTD for SARES REGIS MANAGEMENT COMPNAY</b>		<b>69.95</b>		
<b>SAVI PROFESSIONAL SERVICES, INC.</b>				
			Remit to: <b>ANAHEIM</b>	<b>CA</b>
4/4/2011	207269	90.00		
			REFUND-FALSE ALARM OVRPMT	90.00
	<b>Vendor Total</b>	<b>90.00</b>		
<b>FYTD for SAVI PROFESSIONAL SERVICES, INC.</b>		<b>90.00</b>		
<b>SCHMIDT, MATTHEW</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	207403	195.00		
			PER DIEM-CRIM HWY INTRDCTN TRN	195.00
	<b>Vendor Total</b>	<b>195.00</b>		
<b>FYTD for SCHMIDT, MATTHEW</b>		<b>195.00</b>		



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<b>SCHOENFELDER, LAURA</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
4/11/2011	207404	114.00		
			INSTRUCTIONAL SVCS-3 DAYS	114.00
<b>Vendor Total</b>		<b>114.00</b>		
<b>FYTD for SCHOENFELDER, LAURA</b>		<b>380.00</b>		
<b>SCOTT C NELSON, M D</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
4/4/2011	207270	42.87		
			REFUND-BUS LIC OVRPMT	42.87
<b>Vendor Total</b>		<b>42.87</b>		
<b>FYTD for SCOTT C NELSON, M D</b>		<b>42.87</b>		
<b>SECURITY LOCK &amp; KEY</b>				
			<u>Remit to:</u> <b>YUCAIPA</b>	<b>CA</b>
4/11/2011	882522	64.21		
			FILE CABINET LOCKS-LAND DEV	64.21
4/18/2011	882565	701.83		
			LOCK SERVICE-CITY HALL	177.00
			LOCK SERVICE-CITY HALL	118.33
			LOCK SERVICE-FACILITIES	406.50
4/25/2011	882604	97.50		
			MISC LOCK REPAIR-PD	97.50
<b>Vendor Total</b>		<b>863.54</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>3,955.22</b>		
<b>SERRANO, RYAN</b>				
			<u>Remit to:</u> <b>BEAUMONT</b>	<b>CA</b>
4/4/2011	207271	95.00		
			REFUND-RABIES/NEUTER DEPOSIT	20.00
			REFUND-RABIES/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for SERRANO, RYAN</b>		<b>95.00</b>		
<b>SHAH, ANJUM</b>				
			<u>Remit to:</u> <b>PERRIS</b>	<b>CA</b>
4/25/2011	207572	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for SHAH, ANJUM</b>		<b>20.00</b>		
<b>SHAH, JAGDISH</b>				
			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
4/18/2011	882566	6,000.00		
			TEMP STAFFING SVCS-CAP PROJS	6,000.00
<b>Vendor Total</b>		<b>6,000.00</b>		
<b>FYTD for SHAH, JAGDISH</b>		<b>151,200.00</b>		



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<b>SHARRETT, SHARON K.</b>				
			<u>Remit to:</u> <b>ONTARIO</b> <b>CA</b>	
4/4/2011	207272	174.30	RETIREE MED APR '11	174.30
<b>Vendor Total</b>		<b>174.30</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>1,857.36</b>		
<b>SHEAHAN, MARY A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207405	85.30	REFUND-ADMIN CITATION	85.30
<b>Vendor Total</b>		<b>85.30</b>		
<b>FYTD for SHEAHAN, MARY A.</b>		<b>85.30</b>		
<b>SHELDON, STUART H.</b>				
			<u>Remit to:</u> <b>MURRIETA</b> <b>CA</b>	
4/4/2011	207273	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SHELDON, STUART H.</b>		<b>3,187.30</b>		
<b>SHELL OIL CO.</b>				
			<u>Remit to:</u> <b>COLUMBUS</b> <b>OH</b>	
4/4/2011	207274	1,126.57	FUEL PURCHASES	1,126.57
4/18/2011	207480	57.69	FUEL PURCHASE	57.69
4/25/2011	207573	18.20	FUEL PURCHASE	18.20
<b>Vendor Total</b>		<b>1,202.46</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>14,498.57</b>		
<b>SHURTLEFF, JEANNETTE L.</b>				
			<u>Remit to:</u> <b>LAKE ELSINORE</b> <b>CA</b>	
4/11/2011	882523	570.00	INSTRUCTIONAL SVCS-15 DAYS	570.00
<b>Vendor Total</b>		<b>570.00</b>		
<b>FYTD for SHURTLEFF, JEANNETTE L.</b>		<b>4,674.00</b>		
<b>SILVERSTRE, ANGELICA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207275	115.00	REFUND-RABIES/NEUTER DEPOSIT	20.00
			REFUND-RABIES/NEUTER DEPOSIT	20.00
			REFUND-RABIES/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>115.00</b>		
<b>FYTD for SILVERSTRE, ANGELICA</b>		<b>115.00</b>		



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<b>SIMON, SHERMAN</b>				
			<u>Remit to:</u> <b>MIRA LOMA</b>	<b>CA</b>
4/25/2011	207574	75.00		
			INSTRUCTOR SVCS-CPR/1ST AID	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for SIMON, SHERMAN</b>		<b>75.00</b>		
<b>SINGLETON-DECUIR, JANISHEIA</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/18/2011	882567	399.46		
			MILEAGE REIMBURSEMENT	102.00
			TRAVEL EXP.-BOOST CONFERENCE	48.96
			TRAVEL EXP.-BOOST CONFERENCE	248.50
<b>Vendor Total</b>		<b>399.46</b>		
<b>FYTD for SINGLETON-DECUIR, JANISHEIA</b>		<b>676.46</b>		
<b>SKY PUBLISHING</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207575	1,650.00		
			ADVERTISING SVCS-EDD	1,650.00
<b>Vendor Total</b>		<b>1,650.00</b>		
<b>FYTD for SKY PUBLISHING</b>		<b>55,029.00</b>		
<b>SKY TRAILS MOBILE VILLAGE</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b>	<b>CA</b>
4/11/2011	882524	73.36		
			REFUND-UT USER TAXES	73.36
<b>Vendor Total</b>		<b>73.36</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>409.27</b>		
<b>SMITH, MARIA A.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882468	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SMITH, MARIA A.</b>		<b>3,168.46</b>		
<b>SMOKE PLUS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207276	21.04		
			REFUND-BUS LIC OVRPMT	21.04
<b>Vendor Total</b>		<b>21.04</b>		
<b>FYTD for SMOKE PLUS</b>		<b>21.04</b>		





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<b>SOBOLEWSKI, NICK</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207277	86.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	16.00
			REFUND-ANML SVC FEES	10.00
<b>Vendor Total</b>		<b>86.00</b>		
<b>FYTD for SOBOLEWSKI, NICK</b>		<b>86.00</b>		
<b>SOCALS SIGNS &amp; DESIGNS, INC</b>				
			<u>Remit to:</u> <b>MONTCLAIR</b>	<b>CA</b>
4/11/2011	207406	1,993.13		
			FABRICATE METAL LETTERS-EOC	1,350.00
			INSTALLATION CHRGS	525.00
			CA SALES TAX	118.13
<b>Vendor Total</b>		<b>1,993.13</b>		
<b>FYTD for SOCALS SIGNS &amp; DESIGNS, INC</b>		<b>1,993.13</b>		
<b>SOUTH COAST AIR QUALITY MGMT DISTRICT</b>				
			<u>Remit to:</u> <b>DIAMOND BAR</b>	<b>CA</b>
4/18/2011	207482	402.21		
			OPERATING FEE-FS #58	293.21
			EMISSIONS FEE-FS #58	109.00
<b>Vendor Total</b>		<b>402.21</b>		
<b>FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT</b>		<b>2,478.29</b>		



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<b>SOUTHERN CALIFORNIA EDISON</b>			<u>Remit to:</u> <b>ROSEMEAD</b>	<b>CA</b>
4/4/2011	207280	5,627.24		
			ELECTRICITY	88.40
			ELECTRICITY	22.19
			ELECTRICITY	1,026.66
			ELECTRICITY	1,506.60
			ELECTRICITY	119.98
			ELECTRICITY	227.78
			ELECTRICITY	387.72
			ELECTRICITY	768.45
			ELECTRICITY	134.41
			ELECTRICITY	240.33
			ELECTRICITY	900.87
			ELECTRICITY	90.88
			ELECTRICITY	49.37
			ELECTRICITY	63.60
4/11/2011	207407	5,297.35		
			ELECTRICITY	189.65
			ELECTRICITY	1,187.68
			ELECTRICITY	848.93
			ELECTRICITY	414.73
			ELECTRICITY	426.06
			ELECTRICITY	946.75
			ELECTRICITY	85.81
			ELECTRICITY	22.29
			ELECTRICITY	853.89
			ELECTRICITY	171.77
			ELECTRICITY	86.46
			ELECTRICITY	63.33
<b>Vendor Total</b>		<b>10,924.59</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>3,827,097.62</b>		



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<b>SOUTHERN CALIFORNIA GAS CO.</b>				
4/18/2011	207484	8,296.17	Remit to: <b>MONTEREY PARK CA</b>	
			GAS CHARGES	1,159.22
			GAS CHARGES	3,028.77
			GAS CHARGES	37.08
			GAS CHARGES	77.03
			GAS CHARGES	682.92
			GAS CHARGES	302.57
			GAS CHARGES	91.60
			GAS CHARGES	500.95
			GAS CHARGES	269.77
			GAS CHARGES	273.41
			GAS CHARGES	247.03
			GAS CHARGES	175.42
			GAS CHARGES	347.74
			GAS CHARGES	414.11
			GAS CHARGES	35.05
			GAS CHARGES	653.50
<b>Vendor Total</b>		<b>8,296.17</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>68,044.68</b>		
<b>SPARKLETTS</b>				
4/18/2011	207485	9.54	Remit to: <b>DALLAS TX</b>	
			WATER SERVICE-SNNYMD ELEM	9.54
<b>Vendor Total</b>		<b>9.54</b>		
<b>FYTD for SPARKLETTS</b>		<b>566.49</b>		
<b>SPECK, GARY B.</b>				
4/4/2011	882469	318.73	Remit to: <b>MORENO VALLEY CA</b>	
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for SPECK, GARY B.</b>		<b>3,187.30</b>		
<b>SPECTRUM CARE</b>				
4/25/2011	882606	12,333.33	Remit to: <b>FOOTHILL RANCH CA</b>	
			LANDSCAPE MAINT-E1	10,540.00
			LANDSCAPE MAINT-E1A	1,793.33
<b>Vendor Total</b>		<b>12,333.33</b>		
<b>FYTD for SPECTRUM CARE</b>		<b>127,909.35</b>		
<b>SPENCER, MARTHA</b>				
4/4/2011	882470	229.88	Remit to: <b>MORENO VALLEY CA</b>	
			RETIREE MED APR '11	229.88
<b>Vendor Total</b>		<b>229.88</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>2,086.70</b>		



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<b>SPRINT/NEXTEL</b>				
			Remit to: <b>CAROL STREAM</b>	<b>IL</b>
4/4/2011	882471	32.52		
			CELL PHONE SVCS-GANG TASK FRC	32.52
<b>Vendor Total</b>		<b>32.52</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>3,912.91</b>		
<b>SRINIVAS, ANAND</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207281	20.00		
			REFUND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for SRINIVAS, ANAND</b>		<b>20.00</b>		
<b>STANDARD INSURANCE CO</b>				
			Remit to: <b>PORTLAND</b>	<b>OR</b>
4/11/2011	207408	1,888.14		
			SUPPLEMENTAL INSURANCE	1,888.14
<b>Vendor Total</b>		<b>1,888.14</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>324,579.61</b>		
<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	882472	1,797.74		
			MONITORING SVCS-ANML SHLTR	38.36
			MONITORING SVCS-ANML SHLTR	211.63
			MONITORING SVCS-EMRG OP CTR	110.00
			MONITORING SVCS-PARK SNACK BAR	172.92
			MONITORING SVCS-ANNEX #1	105.00
			MONITORING SVCS-PSB	194.85
			MONITORING SVCS-CONF & REC CTR	492.00
			MONITORING SVCS-SPCL DIST ANNEX	147.00
			MONITORING SVCS-TECH SVCS ANNEX	105.00
			MONITORING SVCS-TOWNGATE COMM	220.98
4/11/2011	882525	105.00		
			MONITORING SVCS-MF COMM CTR	105.00
4/25/2011	882607	99.00		
			MONITORING SVCS-PD	99.00
<b>Vendor Total</b>		<b>2,001.74</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>22,943.61</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
			Remit to: <b>SACRAMENTO</b>	<b>CA</b>
4/29/2011	33111	3,083.00		
			SALES & USE TAX 1/1/11-3/31/11	3,083.00
<b>Vendor Total</b>		<b>3,083.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>28,485.31</b>		



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<b>STATE DISBURSEMENT UNIT</b>				
			<u>Remit to:</u> <b>WEST SACRAMENTO CA</b>	
4/14/2011	2831	2,242.01	CHILD SUPPORT W/H 4/14/11	2,242.01
4/28/2011	2839	2,190.45	CHILD SUPPORT W/H 4/28/11	2,190.45
<b>Vendor Total</b>		<b>4,432.46</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>33,931.58</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
			<u>Remit to:</u> <b>SACRAMENTO CA</b>	
4/4/2011	207282	4,752.00	BLOOD ALCHL ANLYS-PD	805.00
			FINGERPRINTING SVCS-PD	3,947.00
4/25/2011	207577	3,679.00	FINGERPRINTING SVCS-PD	3,679.00
<b>Vendor Total</b>		<b>8,431.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>56,657.00</b>		
<b>STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>				
			<u>Remit to:</u> <b>CORONA CA</b>	
4/25/2011	207578	2,471.20	TRANSCRIPTION SVCS-PD	2,471.20
<b>Vendor Total</b>		<b>2,471.20</b>		
<b>FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN</b>		<b>29,755.36</b>		
<b>STERICYCLE (BFI)</b>				
			<u>Remit to:</u> <b>LOUISVILLE KY</b>	
4/18/2011	882568	622.19	HAZARDOUS WASTE PICKUP	622.19
<b>Vendor Total</b>		<b>622.19</b>		
<b>FYTD for STERICYCLE (BFI)</b>		<b>5,831.43</b>		
<b>STEWART TITLE OF CALIFORNIA</b>				
			<u>Remit to:</u> <b>IRVINE CA</b>	
4/11/2011	207410	750.00	PRELIM RPT-APN 291-650-013TO16	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>720,769.56</b>		
<b>STEWART, CLIFFORD</b>				
			<u>Remit to:</u> <b>GLENDALE AZ</b>	
4/4/2011	882473	267.88	RETIREE MED APR '11	267.88
<b>Vendor Total</b>		<b>267.88</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>2,578.06</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>STK ARCHITECTURE, INC.</b>				
			<u>Remit to:</u> <b>SAN JACINTO</b> <b>CA</b>	
4/18/2011	882569	23,505.61	MORRISON PRK FIRE STN PROJ	23,505.61
<b>Vendor Total</b>		<b>23,505.61</b>		
<b>FYTD for STK ARCHITECTURE, INC.</b>		<b>352,802.80</b>		
<b>STRADLING, YOCCA, CARLSON &amp; RAUTH</b>				
			<u>Remit to:</u> <b>NEWPORT BEACH</b> <b>CA</b>	
4/11/2011	207411	2,804.23	LEGAL SERVICES-RISK MGT	278.00
			LEGAL SERVICES-RDA	625.00
			LEGAL SERVICES-HOUSING	1,450.00
			LEGAL SERVICES-HOUSING	401.23
			LEGAL SERVICES-HOUSING	50.00
4/18/2011	207486	8,496.50	LEGAL SERVICES-RDA	3,600.00
			LEGAL SERVICES-RDA	3,271.50
			LEGAL SERVICES-HOUSING	125.00
			LEGAL SERVICES-HOUSING	350.00
			LEGAL SERVICES-HOUSING	1,150.00
<b>Vendor Total</b>		<b>11,300.73</b>		
<b>FYTD for STRADLING, YOCCA, CARLSON &amp; RAUTH</b>		<b>54,123.78</b>		
<b>STRICKLER ASSOCIATION, THE</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
4/18/2011	882570	8,450.00	CONSULTING SVCS-NSP/RDA	8,450.00
<b>Vendor Total</b>		<b>8,450.00</b>		
<b>FYTD for STRICKLER ASSOCIATION, THE</b>		<b>32,305.00</b>		
<b>STRICKLER II, JOHN W.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
4/4/2011	882474	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>3,187.30</b>		
<b>STUMPF, EDITH</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
4/4/2011	207283	75.00	REFUND-SPAY DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for STUMPF, EDITH</b>		<b>75.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>SUNNYMEAD ACE HARDWARE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207284	23.54		
			MISC SUPPLIES-FIRE	8.33
			MISC SUPPLIES-FIRE	15.21
4/11/2011	207412	314.24		
			MISC SUPPLIES-POLICE	42.36
			MISC SUPPLIES-POLICE	271.88
4/18/2011	207487	26.71		
			MISC SUPPLIES-FIRE	26.71
4/25/2011	207579	48.89		
			MISC SUPPLIES-FIRE	48.89
	<b>Vendor Total</b>	<b>413.38</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>1,874.45</b>		
<b>SWEET FACTORY #489</b>				
			<u>Remit to:</u> <b>CYPRESS</b> <b>CA</b>	
4/18/2011	207488	58.79		
			REFUND-BUS LIC OVRPMT	58.79
	<b>Vendor Total</b>	<b>58.79</b>		
<b>FYTD for SWEET FACTORY #489</b>		<b>58.79</b>		
<b>TARGET SPECIALTY PRODUCTS</b>				
			<u>Remit to:</u> <b>SANTA FE SPRINGS</b> <b>CA</b>	
4/25/2011	882608	3,789.72		
			HERBICIDES/ROUNDUP PROMAX	3,789.72
	<b>Vendor Total</b>	<b>3,789.72</b>		
<b>FYTD for TARGET SPECIALTY PRODUCTS</b>		<b>3,789.72</b>		
<b>TAX COMPLIANCE SERVICES</b>				
			<u>Remit to:</u> <b>THOUSAND OAKS</b> <b>CA</b>	
4/4/2011	207285	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
4/25/2011	207580	6,250.00		
			UUT COMPLIANCE SVCS	6,250.00
	<b>Vendor Total</b>	<b>12,500.00</b>		
<b>FYTD for TAX COMPLIANCE SERVICES</b>		<b>56,250.00</b>		



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<b>TEK WORKS</b>				
			<u>Remit to:</u> <b>POWAY</b>	<b>CA</b>
4/4/2011	882475	17,952.69	REPLACE EBI KEYCARD SYSTEM	17,952.69
4/18/2011	882571	2,497.69	TRAINING SVCS FOR ONSSI SYSTEM	220.00
			EBI KEYCARD SYS RPLCMNT PROJ	862.12
			EBI KEYCARD SYS RPLCMNT PROJ	84.49
			EOC CARD READER INSTALLTN-50%	1,331.08
4/25/2011	882609	220.00	EOC S2 EXT BOX SHUT DWN/PWR UP	220.00
<b>Vendor Total</b>		<b>20,670.38</b>		
<b>FYTD for TEK WORKS</b>		<b>85,136.91</b>		
<b>TESERRA</b>				
			<u>Remit to:</u> <b>COACHELLA</b>	<b>CA</b>
4/4/2011	207286	72.25	REFUND-BUS LIC OVERPAYMENT	72.25
<b>Vendor Total</b>		<b>72.25</b>		
<b>FYTD for TESERRA</b>		<b>72.25</b>		
<b>THE WRITE PRESS, INC</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/18/2011	207489	29.79	REFUND-BUS LIC OVRPMT	29.79
<b>Vendor Total</b>		<b>29.79</b>		
<b>FYTD for THE WRITE PRESS, INC</b>		<b>29.79</b>		
<b>THERMAL-COOL INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207287	2,600.00	HVAC REPAIRS @ CRC	2,600.00
4/18/2011	207490	953.81	REPAIRS TO AC UNITS-TS ANNEX	953.81
<b>Vendor Total</b>		<b>3,553.81</b>		
<b>FYTD for THERMAL-COOL INC.</b>		<b>6,613.02</b>		
<b>THOMSON REUTERS INC</b>				
			<u>Remit to:</u> <b>ENCINO</b>	<b>CA</b>
4/25/2011	207581	741.48	LEGAL INFORMATION ONLINE CHRGS	204.00
			LEGAL PUBLICATION SUBSCRIP SVC	537.48
<b>Vendor Total</b>		<b>741.48</b>		
<b>FYTD for THOMSON REUTERS INC</b>		<b>7,051.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>THOUAS, NICHOLAS S.</b>				
			<u>Remit to:</u> <b>REDLANDS</b>	<b>CA</b>
4/25/2011	207582	227.97	WINDOWS 7 SUPPORT TECH TRNG	227.97
<b>Vendor Total</b>		<b>227.97</b>		
<b>FYTD for THOUAS, NICHOLAS S.</b>		<b>227.97</b>		
<b>TMAD TAYLOR &amp; GAINES</b>				
			<u>Remit to:</u> <b>ONTARIO</b>	<b>CA</b>
4/4/2011	207288	7,797.50	CITY HALL HVAC SYSTEM REDESIGN	7,797.50
<b>Vendor Total</b>		<b>7,797.50</b>		
<b>FYTD for TMAD TAYLOR &amp; GAINES</b>		<b>15,595.00</b>		
<b>TRICHE, TARA</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b>	<b>CA</b>
4/25/2011	207584	1,931.40	INSTRUCTOR SVCS-BALLET INTERMD	88.80
			INSTRUCTOR SVCS-BALLET	199.80
			INSTRUCTOR SVCS-BALLET/ACRO	133.20
			INSTRUCTOR SVCS-BALLET/JAZZ	133.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
			INSTRUCTOR SVCS-HIP HOP DANCE	355.20
<b>Vendor Total</b>		<b>1,931.40</b>		
<b>FYTD for TRICHE, TARA</b>		<b>18,039.72</b>		
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/4/2011	207289	25.00	LINEN SVCS FOR CRC	25.00
4/11/2011	207413	112.00	LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR EVENT-CTR#18769	87.00
4/25/2011	207583	50.00	LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR CRC	25.00
<b>Vendor Total</b>		<b>187.00</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>1,713.55</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
			<u>Remit to:</u> <b>VILLA PARK</b>	<b>CA</b>
4/18/2011	207491	16,205.70	LNDSCP MAINT-ZONE E-2	15,700.00
			IRRIG REPAIRS-ZONE E-2	505.70
<b>Vendor Total</b>		<b>16,205.70</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>179,713.40</b>		



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<b>TRUGREEN LANDCARE</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	882526	5,324.89	LNDSCP MAINT-ZONE M	5,324.89
4/25/2011	882610	13,756.85	LNDSCP MAINT-ZONE M	5,196.32
			LNDSCP MAINT-ZONE DSG-1/10	6,075.53
			LNDSCP MAINT-ZONE E-16	2,485.00
<b>Vendor Total</b>		<b>19,081.74</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>228,692.90</b>		
<b>TUNTLAND, JAMES</b>				
			<u>Remit to:</u> <b>PRESCOTT</b> <b>AZ</b>	
4/4/2011	882476	267.88	RETIREE MED APR '11	267.88
<b>Vendor Total</b>		<b>267.88</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>2,578.06</b>		
<b>U.S. HEALTHWORKS MEDICAL GROUP</b>				
			<u>Remit to:</u> <b>LOS ANGELES</b> <b>CA</b>	
4/11/2011	207414	240.00	PRE-EMPLOYMENT PHYSICALS/STARS	110.00
			EMPLOYEE DOT EXAM	65.00
			EMPLOYEE DOT EXAM	65.00
<b>Vendor Total</b>		<b>240.00</b>		
<b>FYTD for U.S. HEALTHWORKS MEDICAL GROUP</b>		<b>12,155.00</b>		
<b>UNDERGROUND SERVICE ALERT</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
4/25/2011	207585	433.50	DIGALERT TICKETS SUBSCRPTN SVC	108.36
			DIGALERT TICKETS SUBSCRPTN SVC	108.38
			DIGALERT TICKETS SUBSCRPTN SVC	108.38
			DIGALERT TICKETS SUBSCRPTN SVC	108.38
<b>Vendor Total</b>		<b>433.50</b>		
<b>FYTD for UNDERGROUND SERVICE ALERT</b>		<b>4,394.00</b>		
<b>UNION BANK OF CALIFORNIA</b>				
			<u>Remit to:</u> <b>SAN DIEGO</b> <b>CA</b>	
4/25/2011	207586	291.67	INVESTMENT SAFEKEEPING SVCS	291.67
<b>Vendor Total</b>		<b>291.67</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>60,389.90</b>		



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<b>UNITED PACIFIC SERVICES, INC</b>				
			<u>Remit to:</u> <b>LA HABRA</b>	<b>CA</b>
4/4/2011	207290	8,269.50		
			TREE TRIMMING-ZONE DSG-1 & 2N	1,165.00
			TREE TRIMMING-ZONE DSG-2N	5,168.00
			TREE TRIMMING-ZONE DSG-2S	780.00
			TREE TRIMMING-ZONE E-2	784.00
			TREE TRIMMING ZONE E -2	372.50
	<b>Vendor Total</b>	<b>8,269.50</b>		
<b>FYTD for UNITED PACIFIC SERVICES, INC</b>		<b>70,238.56</b>		
<b>UNITED ROTARY BRUSH CORP</b>				
			<u>Remit to:</u> <b>ESCONDIDO</b>	<b>CA</b>
4/25/2011	882611	3,728.23		
			BROOM KITS-STREET SWEEPER	625.76
			BROOM KITS-STREET SWEEPER	1,365.39
			BROOM KITS-STREET SWEEPER	1,046.07
			BROOM KITS-STREET SWEEPER	179.13
			BROOM KITS-STREET SWEEPER	511.88
	<b>Vendor Total</b>	<b>3,728.23</b>		
<b>FYTD for UNITED ROTARY BRUSH CORP</b>		<b>31,161.91</b>		
<b>UNITED SITE SERVICES OF CA, INC.</b>				
			<u>Remit to:</u> <b>EL MONTE</b>	<b>CA</b>
4/11/2011	882527	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
	<b>Vendor Total</b>	<b>107.39</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>2,964.07</b>		
<b>UNITED STATES TREASURY</b>				
			<u>Remit to:</u> <b>FRESNO</b>	<b>CA</b>
4/11/2011	207415	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
4/25/2011	207587	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
	<b>Vendor Total</b>	<b>100.00</b>		
<b>FYTD for UNITED STATES TREASURY</b>		<b>1,100.00</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b>	<b>CA</b>
4/11/2011	207416	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
4/25/2011	207588	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
	<b>Vendor Total</b>	<b>1,004.38</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>12,903.04</b>		



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<b>UNIVAR USA, INC</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/4/2011	207291	1,481.37		
			FERTILIZER & AG CHEMICALS	1,481.37
<b>Vendor Total</b>		<b>1,481.37</b>		
<b>FYTD for UNIVAR USA, INC</b>		<b>2,789.82</b>		
<b>UNIVERSAL SOCCER</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207292	22.98		
			REFUND-BUS LIC OVERPAYMENT	22.98
<b>Vendor Total</b>		<b>22.98</b>		
<b>FYTD for UNIVERSAL SOCCER</b>		<b>22.98</b>		
<b>USA MOBILITY/ARCH WIRELESS</b>				
			Remit to: <b>ALEXANDRIA</b>	<b>VA</b>
4/25/2011	882612	36.59		
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
<b>Vendor Total</b>		<b>36.59</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>617.69</b>		
<b>VA CONSULTING, INC.</b>				
			Remit to: <b>IRVINE</b>	<b>CA</b>
4/11/2011	882528	2,901.65		
			AUTO MALL IMPRVMNTS PROJ	2,901.65
4/18/2011	882572	20,271.33		
			HEACOCK ST BRIDGE RPLCMNT PROJ	20,271.33
<b>Vendor Total</b>		<b>23,172.98</b>		
<b>FYTD for VA CONSULTING, INC.</b>		<b>130,898.89</b>		



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<b>VACATE PEST ELIMINATION COMPANY</b>			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882529	1,270.00	PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-FIRE ST. #48	45.00
			PEST CNTRL-FIRE ST. #2	45.00
			PEST CNTRL-FIRE ST. #58	45.00
			PEST CNTRL-FIRE ST. #65	45.00
			PEST CNTRL-FIRE ST. #6	45.00
			PEST CNTRL-FIRE ST. #91	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-TOWNGATE COMM. CTR	45.00
			PEST CNTRL-UTIL. FIELD OFFICE	45.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-EMERG. OPS CTR	55.00
			PEST CNTRL-PUB SFTY BLDG	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP. TRAILER	45.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MVTV STUDIO	22.50
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
4/18/2011	882573	560.00	RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			RODENT CNTRL-AQUEDUCT BIKEWAY	50.00
			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
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
			RODENT CNTRL-ELECTR UTIL SUBST	40.00
<b>Vendor Total</b>		<b>1,830.00</b>		
<b>FYTD for VACATE PEST ELIMINATION COMPANY</b>		<b>15,725.00</b>		
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>			Remit to: <b>POINT RICHMOND</b>	<b>CA</b>
4/18/2011	882574	9,450.00	TEMP STAFFING SVCS-CAP PROJS	9,450.00
<b>Vendor Total</b>		<b>9,450.00</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>108,425.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VALLEY PACIFIC MASONRY</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/25/2011	207589	38.61		
			REFUND-BUS LIC OVRPMT	38.61
<b>Vendor Total</b>		<b>38.61</b>		
<b>FYTD for VALLEY PACIFIC MASONRY</b>		<b>38.61</b>		
<b>VALLEY PARTY EQUIPMENT RENTALS</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/4/2011	207293	54.02		
			REFUND-BUS LIC OVERPAYMENT	54.02
<b>Vendor Total</b>		<b>54.02</b>		
<b>FYTD for VALLEY PARTY EQUIPMENT RENTALS</b>		<b>54.02</b>		
<b>VARIABLE SPEEDS SOLUTIONS INC</b>				
			<u>Remit to:</u> <b>HUNTINGTON BEACH CA</b>	
4/25/2011	207590	1,369.00		
			PUMP REPAIR-ZONE E-14	1,369.00
<b>Vendor Total</b>		<b>1,369.00</b>		
<b>FYTD for VARIABLE SPEEDS SOLUTIONS INC</b>		<b>7,024.00</b>		
<b>VAS ASSOCIATES, INC.</b>				
			<u>Remit to:</u> <b>CORONA CA</b>	
4/4/2011	882477	16,200.00		
			TEMP STAFFING SVCS-CAP PROJS	14,555.00
			TEMP STAFFING SVCS-CAP PROJS	1,645.00
4/25/2011	882613	20,520.00		
			TEMP STAFFING SVCS-CAP PROJS	20,520.00
<b>Vendor Total</b>		<b>36,720.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>184,200.00</b>		
<b>VEHICLE REGISTRATION COLLECTIONS</b>				
			<u>Remit to:</u> <b>RANCHO CORDOVA CA</b>	
4/25/2011	207591	190.42		
			GARNISHMENT	190.42
<b>Vendor Total</b>		<b>190.42</b>		
<b>FYTD for VEHICLE REGISTRATION COLLECTIONS</b>		<b>1,250.03</b>		
<b>VENEGAS, MARTIN</b>				
			<u>Remit to:</u> <b>MORENO VALLEY CA</b>	
4/18/2011	207492	370.19		
			REFUND-ADMIN CITATION OVRPMT	370.19
<b>Vendor Total</b>		<b>370.19</b>		
<b>FYTD for VENEGAS, MARTIN</b>		<b>370.19</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VERIZON</b>				
			<u>Remit to:</u> <b>TRENTON</b> <b>NJ</b>	
4/18/2011	207493	1,721.76		
			BACKBONE CHARGES	1,721.76
<b>Vendor Total</b>		<b>1,721.76</b>		
<b>FYTD for VERIZON</b>		<b>17,027.86</b>		
<b>VERIZON CALIFORNIA</b>				
			<u>Remit to:</u> <b>DALLAS</b> <b>TX</b>	
4/18/2011	207494	609.15		
			PHONE CHARGES-ERC	609.15
<b>Vendor Total</b>		<b>609.15</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>6,909.31</b>		
<b>VICTORY LEARNING INSTITUTE</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/11/2011	207417	31.41		
			REFUND-BUS LIC OVRPMT	31.41
<b>Vendor Total</b>		<b>31.41</b>		
<b>FYTD for VICTORY LEARNING INSTITUTE</b>		<b>31.41</b>		
<b>VIDEO SHORES</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	207294	20.07		
			REFUND-BUS LIC OVERPAYMENT	20.07
<b>Vendor Total</b>		<b>20.07</b>		
<b>FYTD for VIDEO SHORES</b>		<b>20.07</b>		
<b>VIEVU</b>				
			<u>Remit to:</u> <b>SEATTLE</b> <b>WA</b>	
4/25/2011	207592	1,836.00		
			WEARABLE VIDEO CAMERA - PD	1,750.00
			CAR KIT SUCTION CUP MOUNT	70.00
			SHIPPING CHRG	16.00
			CA SALES TAX	159.25
			USE TAX ACCRUAL	-159.25
<b>Vendor Total</b>		<b>1,836.00</b>		
<b>FYTD for VIEVU</b>		<b>1,836.00</b>		
<b>VIGIL, ERNEST</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882478	318.73		
			RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>3,187.30</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VISION SERVICE PLAN</b>				
			<u>Remit to:</u> <b>SAN FRANCISCO</b> <b>CA</b>	
4/18/2011	882575	3,718.60	EMPLOYEE VISION INSURANCE	3,718.60
<b>Vendor Total</b>		<b>3,718.60</b>		
<b>FYTD for VISION SERVICE PLAN</b>		<b>43,427.31</b>		
<b>VISTA PAINT CORPORATION</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/25/2011	207593	913.75	PAIN'T/SUPPL-GRAFFITI RMVL PRGM	720.85
			PAIN'T/SUPPL-GRAFFITI RMVL PRGM	192.90
<b>Vendor Total</b>		<b>913.75</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>8,837.97</b>		
<b>VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	882530	1,493.29	211 CALL CTR INFO/REFERRAL SVC	499.57
			211 CALL CTR INFO/REFERRAL SVC	505.73
			211 CALL CTR INFO/REFERRAL SVC	487.99
<b>Vendor Total</b>		<b>1,493.29</b>		
<b>FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY</b>		<b>91,224.67</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
			<u>Remit to:</u> <b>HOUSTON</b> <b>TX</b>	
4/25/2011	882614	2,340.33	CNG FUEL PURCHASES	2,181.81
			CNG FUEL PURCHASES	158.52
<b>Vendor Total</b>		<b>2,340.33</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>20,227.28</b>		
<b>VULCAN MATERIALS CO, INC.</b>				
			<u>Remit to:</u> <b>SAN BERNARDINO</b> <b>CA</b>	
4/25/2011	207594	1,614.81	ASPHALTIC MATERIALS	137.43
			ASPHALTIC MATERIALS	1,028.78
			ASPHALTIC MATERIALS	206.63
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	103.85
<b>Vendor Total</b>		<b>1,614.81</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>22,469.52</b>		
<b>WAGGONER JR., GLENN C.</b>				
			<u>Remit to:</u> <b>MORENO VALLEY</b> <b>CA</b>	
4/4/2011	882479	286.93	Mar '11, PAID APR '11	286.93
<b>Vendor Total</b>		<b>286.93</b>		
<b>FYTD for WAGGONER JR., GLENN C.</b>		<b>2,836.77</b>		





# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WAGNER, GARY D.</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	882480	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGNER, GARY D.</b>		<b>3,168.46</b>		
<b>WAGY, CARYLON</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207295	318.73	MAR '11, PD APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WAGY, CARYLON</b>		<b>3,187.30</b>		
<b>WALKER, DONNA JEAN</b>				
			Remit to: <b>PERRIS</b>	<b>CA</b>
4/11/2011	882531	76.00	INSTRUCTION SVCS-2 DAYS	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for WALKER, DONNA JEAN</b>		<b>532.00</b>		
<b>WALKER, KIM</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207296	200.00	REFUND-RENTAL DEPOSIT 3/19/11	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for WALKER, KIM</b>		<b>200.00</b>		
<b>WASSON, KIRK</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/11/2011	882532	228.00	INSTRUCTION SVCS-6 DAYS	228.00
<b>Vendor Total</b>		<b>228.00</b>		
<b>FYTD for WASSON, KIRK</b>		<b>1,710.00</b>		
<b>WASTE MANAGEMENT OF THE INLAND EMPIRE</b>				
			Remit to: <b>PHOENIX</b>	<b>AZ</b>
4/25/2011	207595	1,244.51	ROLL-OFF STORAGE BIN RENTALS	1,244.51
<b>Vendor Total</b>		<b>1,244.51</b>		
<b>FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE</b>		<b>12,445.10</b>		
<b>WATTRANS, INC.</b>				
			Remit to: <b>FONTANA</b>	<b>CA</b>
4/4/2011	207297	57.58	REFUND-CITATION OVERPAYMENT	57.58
<b>Vendor Total</b>		<b>57.58</b>		
<b>FYTD for WATTRANS, INC.</b>		<b>57.58</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WELLS FARGO BANK</b>				
			Remit to: <b>MINNEAPOLIS</b>	<b>MN</b>
4/18/2011	207495	2,000.00	ANNUAL TRUSTEE SVCS-2007 LRB	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for WELLS FARGO BANK</b>		<b>16,500.00</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
			Remit to: <b>LOS ANGELES</b>	<b>CA</b>
4/1/2011	110401	1,031.75	INT ON 97 CH COP VAR RATE BOND	1,031.75
<b>Vendor Total</b>		<b>1,031.75</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>8,873,003.56</b>		
<b>WENDT ENTERPRISES, INC</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
4/4/2011	207298	26.06	REFUND-BUS LIC OVERPAYMENT	26.06
<b>Vendor Total</b>		<b>26.06</b>		
<b>FYTD for WENDT ENTERPRISES, INC</b>		<b>26.06</b>		
<b>WEST PUBLISHING CORPORATION</b>				
			Remit to: <b>ST. PAUL</b>	<b>MN</b>
4/25/2011	207596	535.00	AUTO TRACK SVCS FOR PD	535.00
<b>Vendor Total</b>		<b>535.00</b>		
<b>FYTD for WEST PUBLISHING CORPORATION</b>		<b>5,315.00</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
			Remit to: <b>RIVERSIDE</b>	<b>CA</b>
4/25/2011	207597	1,334.39	WATER CHARGES	666.12
			WATER CHARGES	597.94
			WATER CHARGES	70.33
<b>Vendor Total</b>		<b>1,334.39</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>18,016.91</b>		
<b>WHEELS LT LSR BEST BUYS</b>				
			Remit to: <b>DES PLAINES</b>	<b>IL</b>
4/4/2011	207300	109.00	REFUND-CITATION DISMISSED	109.00
<b>Vendor Total</b>		<b>109.00</b>		
<b>FYTD for WHEELS LT LSR BEST BUYS</b>		<b>109.00</b>		
<b>WHITE LIGHT CREATIONS</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207301	11.39	REFUND-BUS LIC OVERPAYMENT	11.39
<b>Vendor Total</b>		<b>11.39</b>		
<b>FYTD for WHITE LIGHT CREATIONS</b>		<b>11.39</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WIELIN, RONALD A.</b>				
			Remit to: <b>BANNING</b>	<b>CA</b>
4/4/2011	882481	318.73	RETIREE MED APR '11	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WIELIN, RONALD A.</b>		<b>3,187.30</b>		
<b>WILLDAN AND ASSOCIATES</b>				
			Remit to: <b>SAN BERNARDINO</b>	<b>CA</b>
4/4/2011	207302	7,561.79	BLDG & SFTY PLAN CHECK SVCS	7,561.79
<b>Vendor Total</b>		<b>7,561.79</b>		
<b>FYTD for WILLDAN AND ASSOCIATES</b>		<b>109,222.55</b>		
<b>WILLDAN FINANCIAL SERVICES</b>				
			Remit to: <b>TEMECULA</b>	<b>CA</b>
4/11/2011	207418	500.00	97 LEASE REV BONDS ANNUAL SVCS	250.00
			05 LEASE REV BONDS ANNUAL SVCS	250.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for WILLDAN FINANCIAL SERVICES</b>		<b>16,746.54</b>		
<b>WILLIAMS, AUBREY GERALD</b>				
			Remit to: <b>MORENO VALLEY</b>	<b>CA</b>
4/4/2011	207303	44.00	SPORTS OFFICIATING SVCS	44.00
4/18/2011	207496	44.00	SPORTS OFFICIATING SVCS	44.00
<b>Vendor Total</b>		<b>88.00</b>		
<b>FYTD for WILLIAMS, AUBREY GERALD</b>		<b>88.00</b>		
<b>WILLIAMS, JANE L.</b>				
			Remit to: <b>GRAND FORKS</b>	<b>ND</b>
4/4/2011	882482	187.68	MAR '11, PD APR '11	187.68
<b>Vendor Total</b>		<b>187.68</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>1,779.28</b>		
<b>WILSON-BEILKE, DENESE</b>				
			Remit to: <b>GLENDORA</b>	<b>CA</b>
4/4/2011	207304	2,231.11	AUG'10 - FEB'11, PD APR '11	2,231.11
<b>Vendor Total</b>		<b>2,231.11</b>		
<b>FYTD for WILSON-BEILKE, DENESE</b>		<b>3,525.50</b>		



# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>				
			<u>Remit to:</u> <b>RIVERSIDE</b> <b>CA</b>	
4/11/2011	207419	1,500.00	LOCAL AGENCY SPONSOR-GEN ASSMB	1,500.00
<b>Vendor Total</b>		<b>1,500.00</b>		

<b>FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.</b>	<b>955,021.08</b>
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<b>WURM'S JANITORIAL SERVICES, INC.</b>				
			<u>Remit to:</u> <b>CORONA</b> <b>CA</b>	
4/25/2011	882615	24,340.15	JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRAILER	98.40
			JANITORIAL SVCS-EOC	688.36
			JANITORIAL SVCS-EMP RES CTR	532.81
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FACIL. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FLD PCC	955.70
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV	58.05
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
			JANITORIAL SVCS-CRC RENTALS	440.00
			JANITORIAL SVCS-TWNGT RENTALS	480.00
<b>Vendor Total</b>		<b>24,340.15</b>		

<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>	<b>275,137.79</b>
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<b>XEROX</b>				
			<u>Remit to:</u> <b>DALLAS</b> <b>TX</b>	
4/25/2011	207598	6,948.46	COPIER RNTL/MAINT/PRINTS-PD	1,973.30
			COPIER RNTL/MAINT-PD	57.00
			COPIER RNTL/MAINT/PRINTS-PD	209.55
			COPIER RNTL/MAINT/PRINTS-PD	342.19
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,029.61
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	243.20
			COPIER RNTL/MAINT-PARKS	604.48
			COPIER BILLABLE PRINTS-PARKS	186.93
			COPIER RNTL/MAINT-STARS	114.49
			COPIER BILLABLE PRINTS-STARS	1,430.58
<b>Vendor Total</b>		<b>6,948.46</b>		

<b>FYTD for XEROX</b>	<b>66,380.85</b>
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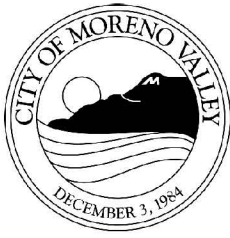
# City of Moreno Valley

## Check Register

For Period 4/1/2011 through 4/30/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>YAMASHITA, JULIA J.</b>				
4/4/2011	882483	323.00	Remit to: <b>LAGUNA WOODS</b> <b>CA</b>	
			JAN-FEB '11, PD APR '11	323.00
<b>Vendor Total</b>		<b>323.00</b>		
<b>FYTD for YAMASHITA, JULIA J.</b>		<b>1,715.30</b>		
<b>Subtotal</b>		<b>1,379,958.35</b>		
<b>GRAND TOTAL</b>		<b>13,104,818.91</b>		

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$91,557 ALLOCATION TO THE CITY.

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### RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 2011-64 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$91,557 allocated to the City.

### BACKGROUND

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of the nation's ability to prevent and control crime. This effort is carried out through the formation of partnerships with other federal, state and local agencies. Additionally, the Office of Justice administers grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement programs. The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows jurisdictions to support activities that prevent and control crime. Eligible activities include support for programs that address various enforcement needs, the prosecution of offenders, crime prevention and education of the community.

In 2011, the JAG program has allocated \$91,557 to the City of Moreno Valley for programs with an emphasis on crime prevention through enforcement efforts. The Code and Neighborhood Services Division is proposing the continued funding of the City's Weekend Enforcement Program and the Foreclosure Strike Team.

**DISCUSSION**

Since January 1, 2009, Code and Neighborhood Services Division has defunded six positions due to the City’s budget challenges. Community demand for services has increased during this time due to the proliferation of home foreclosures and increased deferred property maintenance by area residents challenged by tough economic times. Remaining staff, as a result, experienced difficulty in their ability to respond to complaints timely and to pursue specialized enforcement activities pro-actively.

Staff, therefore, began searching for additional funding sources to augment staff resources in an effort to maintain service levels and address the needs of the community. Subsequently, Code staff applied for 2009 and 2010 JAG allocations and was awarded a total of \$217,589 to support The City’s Weekend Enforcement Program and Foreclosure Strike Team.

Staff anticipates that the 2009 and 2010 JAG allocations will be expended by the end of fiscal year 2011/2012. Therefore, staff is proposing to apply for the 2011 allocation to continue the support of these programs and the five part-time officers currently assigned to them.

**FISCAL IMPACT**

The grant funding will provide for the continued funding of five part time code enforcement personnel. Grant funding would cover all costs associated with these part time personnel with no negative impact on the City general fund. The grant funds would be deposited in a separate account and identified with a separate expenditure number.

**ATTACHMENTS**

- ATTACHMENT A** Resolution 2011-64
- ATTACHMENT B** Grant Application – Program Narrative
- ATTACHMENT C** Grant Application – Budget Review/ Budget Worksheet
- ATTACHMENT D** Grant Application – Review Narrative
- ATTACHMENT E** Grant Application – Abstract

Prepared By:  
 Al Brady  
 Code and Neighborhood Services Official

Department Head Approval:  
 Barry Foster  
 Community & Economic Development Director

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



RESOLUTION NO. 2011-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE GRANT APPLICATION SUBMITTED BY THE CODE & NEIGHBORHOOD SERVICES DIVISION TO THE OFFICE OF JUSTICE PROGRAMS FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND ACCEPT THE \$91,557 ALLOCATION.

WHEREAS, The City of Moreno Valley, a city within the State of California, has applied for the Edward Byrne Memorial Justice Assistance Grant

WHEREAS, the Office of Justice notified the City of Moreno Valley that \$91,557 was allocated to the City for preventing and controlling crime

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

1. The City Council approves the grant application submitted by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant.
2. The City Council accepts the \$91,557 allocation from the grant and hereby directs the Finance Department to establish a separate account identified with a separate unique expenditure activity number.
3. The City of Moreno Valley hereby agrees to use the funds in the manner presented in the grant application and in accordance with the application package. It also may execute any and all instruments required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.
4. The City of Moreno Valley authorizes the City Manager to execute in the name of the City of Moreno Valley the grant application, and all other documents required by the Office of Justice for participation in the Edward Byrne Memorial Justice Assistance Grant Program.

1 Resolution No. 2011-64  
Date Adopted: June 28, 2011

**ATTACHMENT A**

APPROVED AND ADOPTED this 28nd day of June, 2011.

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Richard Stewart, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

2 Resolution No. 2011-64  
Date Adopted: June 28, 2011

**ATTACHMENT A**

## **Edward Byrne Memorial Justice Assistance Grant Program Narrative**

The City of Moreno Valley Code and Neighborhood Services Division is responsible for the enforcement of City's municipal codes relating to neighborhood nuisances, health and safety, substandard housing, vehicle abatement, zoning/land use, illegal signs, parking control, business licenses, illegal vendors and graffiti restitution. Blight and nuisances can devalue, detract and degrade the quality of any neighborhood. The City has adopted codes that govern the use and maintenance of private property in order to enhance and protect the quality of life for all who work, live and play in Moreno Valley.

Since 2009, The Code and Neighborhood Services Division has experienced reductions in staffing owing to the City's budget challenges while community demand for services increased due to the proliferation of home foreclosures and deferred property maintenance by area residents. Existing staff resources were and continue to be challenged in their ability to pursue compliance activities pro-actively.

Therefore, staff began the process of identifying alternate and/or outside funding sources via grants to augment the staffing reductions and maintain existing service levels. Staff identified JAG as a potential funding source and therefore applied for both the 2009 and 2010 JAG allocations. Staff's application to JAG personnel resulted in two separate awards to support the code programs that were impacted most significantly by the reductions, the Foreclosure Strike Team the Weekend Enforcement Program.

Currently, staff has nearly expended the funding obtained in 2009 and 2010 for these two programs. Staff estimates that our current JAG funding will be fully spent by the end of Fiscal year 2011/2012. Therefore, the City of Moreno Valley is applying for the 2011 allocation to continue the support of the Weekend Enforcement and Foreclosure Strike Team programs.

Staff has provided a brief description of both programs below to comply with application provisions under the Program Narrative section of the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant 2011 local solicitation guidelines.

### **Weekend Enforcement Program**

JAG funds will be utilized to continue deployment of three part-time code officers on weekends when full-time staff is unavailable. Code personnel will continue to pro-actively target specific violations that primarily occur on weekends such as unlicensed vendors, illegal automotive sales, theft of recyclable materials, posting of signs in the public right-of-way, illegal commercial vehicle parking and

garage sales. In addition, staff will provide emergency inspection services for the Moreno Valley Police Department and the Fire Department when necessary for violations including but not limited to the following; Fire damaged buildings, unsecured vacant residences and pools, substandard housing and other severe health and safety issues that warrant immediate action.

### **Foreclosure Strike Team**

The City of Moreno Valley has been heavily impacted by the foreclosure crisis and lending institutions failure to adequately maintain properties to code standards. In response to this, the City Council directed the Code and Neighborhood Services staff to assemble a proactive team of inspectors to address all maintenance issues originating from foreclosed properties.

In 2008, a team of two Building Inspectors and two Code Compliance Officers was composed in response to City Council direction. However, the City's budget challenges led to reduced staffing within the Division and forced staff to reduce the team to two inspectors. These reductions challenged staff's ability to pursue foreclosure compliance activities as vigilantly as before.

Staff responded by applying for the 2010 JAG grant to augment the reduced staffing levels. The grant allocation was approved and resulted in the deployment of two part-time officers tasked with enforcing maintenance standards on foreclosed properties.

Staff anticipates that the funding will be expended in fiscal year 2011/2012 and is therefore requesting the 2011 allocation be partially applied to the continuation of this program.

# Budget Detail Worksheet

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 720 hrs. X \$21.67	\$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X \$21.67	\$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X \$21.67	\$15,602.00
Code Compliance Officer I	18 hrs. weekly X 40 weeks = 936 hrs. X \$21.67	\$15,602.00
Code Compliance Officer I	9 hrs. weekly X 40 weeks = 360 hrs. X \$21.67	\$7,969.00
<b>SUB-TOTAL</b>		<b>\$70,377.00</b>

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
PERS retirement	\$75.42 a week X 40 weeks X 3 officers	\$9,050.00
Medicare		\$1,130.00
<b>SUB-TOTAL</b>		<b>\$10,180.00</b>
<b>Total Personnel &amp; Fringe Benefits</b>		<b>\$80,557.00</b>

**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Not applicable				
<b>TOTAL</b>				\$0.00

**D. Equipment** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Not applicable		
<b>TOTAL</b>		\$0.00

**ATTACHMENT C**

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Miscellaneous Office Supplies	\$200 per officer for 40 weeks	\$1,000.00
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
<b>TOTAL</b>		<b>\$1,000.00</b>

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
Not applicable		
<b>TOTAL</b>		<b>\$0.00</b>

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

**Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Not applicable			
<i>Subtotal</i>			\$0.00

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Not applicable			
<i>Subtotal</i>			\$0.00

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
Not applicable		
<i>Subtotal</i>		\$0.00
<b>TOTAL</b>		\$0.00

**ATTACHMENT C**



**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Office Phones	\$100 per officer for 40 weeks	\$500.00
Cell Phones	\$300 per officer for 40 weeks	\$1,500.00
Wireless Air Cards	\$300 per officer for 40 weeks	\$1,500.00
Vehicle Maintenance	\$300 per officer for 40 weeks	\$1,500.00
Fuel Charges	\$1,000 per officer for 40 weeks	\$5,000.00
<b>TOTAL</b>		<b>\$10,000.00</b>

**I. Indirect Costs** - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Not applicable		
Not applicable		
<b>TOTAL</b>		<b>\$0.00</b>

**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$70,377.00</u>
B. Fringe Benefits	<u>\$10,180.00</u>
C. Travel	<u>\$0.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$1,000.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$0.00</u>
H. Other	<u>\$10,000.00</u>
<b>Total Direct Costs</b>	<u>\$91,557.00</u>
I. Indirect Costs	<u>\$0.00</u>
<b>TOTAL PROJECT COSTS</b>	<u>\$91,557.00</u>
Federal Request	<u>\$91,557.00</u>
Non-Federal Amount	<u>                    </u>

**ATTACHMENT C**

**Edward Byrne Memorial Justice Assistance Grant  
Budget Review**

As mentioned in the program narrative, The City of Moreno Valley's Code and Neighborhood Services Division is proposing to use JAG funds for two City programs; the Foreclosure Strike Team and the Weekend Enforcement Program. Specifically, staff intends utilizing JAG funds to augment staffing levels of the two programs which have been reduced due to budgetary constraints.

Code staff has researched the approximate cost for staffing and additional expenditures. Staff has attached all related costs such as salaries, retirement benefits and Medicare for all personnel. In addition, Standard and supplementary costs for field personnel (i.e. cell phone usage, air card usage, fuel and office supplies) were also included within the Budget Detail Worksheet per JAG requirements.

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**Edward Byrne Memorial Justice Assistance Grant  
Review Narrative**

A Resolution to ratify the application for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$91,557 allocation from this grant was added to the Council Consent Calendar for the City Council Meeting on June 28, 2011. A staff report and Resolution have been prepared and submitted to the City Clerk's Office to be included in the City Council Agenda for the Meeting. In addition, staff has attached the program narrative, budget detail worksheet, budget narrative, review narrative and abstract to the staff report which will be available for public review and comment.

Upon ratification of the Resolution, the City of Moreno Valley will notify the Office of Justice Programs that the Resolution has been passed so that the grant application submitted for the Edward Byrne Memorial Justice Assistance Grant can be processed and the funding released to the City of Moreno Valley. Also, any public comments made will be included in the submittal per JAG's application guidelines.

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**Edward Byrne Memorial Justice Assistance Grant  
Abstract**

**Applicant's Name:** City of Moreno Valley, CA

**Title of Project:** Foreclosure Strike Team and Weekend Enforcement Program

The City of Moreno Valley's Code and Neighborhood Services Division is proposing to utilize JAG grant funds for the continued funding of part-time staff assigned to the foreclosure and weekend enforcement programs. The presence of grant funded staff members would continue code's ability to respond to unmaintained foreclosed properties timely and provide seven day coverage.

**Goals and Objectives:**

- Create a trust fund to deposit allocated funds.
- The enforcement program will continue staff's focus on foreclosure enforcement activities described above in effort to reduce blight.
- The enforcement program will provide continued weekend enforcement personnel that will focus on specialized code activities occurring on weekends in effort to reduce the frequency of occurrences.
- Augment existing staff and better direct division focus towards property maintenance efforts in blighted residential areas.
- Conduct quarterly programmatic and financial reports to assess grant objectives, and verify that grant funds are being utilized appropriately and efficiently.
- Complete the dispersing of funds in a timely manner within the four year allocation.

**Project identifiers**

Below, staff has listed the five top project identifiers per JAG's application requirements;

- Policing
- Task Force
- Community Based Programs
- Surveillance
- Crime Prevention

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ORDINANCE NO. 827  
AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF MORENO VALLEY, CALIFORNIA,  
AMENDING TITLE 8 OF THE CITY OF MORENO  
VALLEY MUNICIPAL CODE BY REPEALING AND  
REENACTING CHAPTER 8.10 STORM  
WATER/URBAN RUNOFF MANAGEMENT AND  
DISCHARGE CONTROLS AND CHAPTER 8.21  
GRADING REGULATIONS.

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

**SECTION 1 PRIOR ENACTMENTS REPEALED:**

1.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.10, as set forth in Section 2 of this Ordinance

1.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.21, as set forth in Section 2 of this Ordinance

**SECTION 2 REENACTMENT OF CHAPTER 8.10 AND CHAPTER 8.21:**

2.1 Chapter 8.10 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

**8.10.010 Purpose and intent.**

The purpose of this chapter is to protect the health, safety and welfare of the public by:

- A. Reducing pollutants in storm water discharges to the maximum extent practicable;
- B. Regulating illicit connections and discharges to the storm drain system; and
- C. Regulating nonstorm water discharges to the storm drain system.

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Date Adopted:

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies, ground water and wetlands in a manner pursuant to and consistent with the Federal Clean Water Act, the state Porter-Cologne Water Quality Control Act and the conditions of any NPDES permit issued to the City.

#### **8.10.020 Definitions.**

The terms as used in this chapter shall have the following meanings:

“Best Management Practices” (BMPs) mean any activities, prohibitions, practices, procedures, programs or other measures designed to prevent or reduce the discharge of pollutants directly or indirectly into waters of the United States. BMPs mean and include, but are not limited to, those measures specified in the California Stormwater Best Management Practice Handbooks for municipal, industrial/commercial, new development and redevelopment and construction activity and other measures approved by the City Engineer.

“City” means the City of Moreno Valley.

“City Engineer” means the City Engineer of the City.

“Discharge” means, when used as a verb, to allow pollutants to directly or indirectly enter storm water, or to allow storm water or nonstorm water to directly or indirectly enter the MS4 or receiving waters from an activity or operation. When used as a noun, “discharge” means the pollutants, stormwater and non-storm water that are discharged.

“Discharger” shall mean any person engaged in activities or operations, or owning facilities, which may result in pollutants entering storm water, the MS4 or receiving waters. Dischargers include, but are not limited to, real property owners, occupants, tenants, lessees, contractors, developers, managers and employees.

“Green Infrastructure” shall mean an array of products, technologies, and practices that use natural or engineered systems that mimic natural processes to enhance overall environmental quality. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspire, and/or recycle stormwater runoff.

“Illicit discharge” shall mean any discharge to the MS4 that is not composed entirely of storm water runoff except discharges made pursuant to a National Pollutant Discharge Elimination System (NPDES) permit or as otherwise authorized by the Santa Ana Regional Water Quality Control Board.

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“Illicit connection” shall mean any physical connection to a MS4 which has not been permitted by the City, the Riverside County Flood Control and Water Conservation District or other appropriate public agency.

“Low Impact Development (LID)” shall mean any ecosystem-based approach to designing a hydrologically functional site that mimics predevelopment conditions.

“Low volume road” shall mean roads with traffic indexes less than or equal to six (6.0).

“MS4—Municipal Separate Storm Sewer System” shall mean any facility within the City limits by which storm water may be conveyed to waters of the United States. MS4 includes, but is not limited to, any roads with drainage systems, streets, curbs, gutters, catch basins, natural and artificial channels, ditches, aqueducts, storm drains, inlets, conduit or other drainage structure.

“Municipal NPDES permit” shall mean an area-wide NPDES permit issued to a government agency or agencies for the discharge of storm water from a MS4.

“Non-storm water discharge” shall mean any discharge to the MS4 that is not entirely composed of storm water.

“National Pollutant Discharge Elimination System (NPDES) permit” shall mean a storm water discharge permit issued by the Santa Ana Regional Water Quality Control Board or the State Water Resources Control Board in compliance with the Clean Water Act.

“Person” shall mean any natural person, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

“Pollutant” shall mean anything which causes the deterioration of water quality such that it impairs subsequent and/or competing uses of the water. Pollutants may include, but are not limited to, paints, oil and other automotive fluids, soil, rubbish, trash, garbage, debris, refuse, waste, fecal matter, heavy metals, hazardous waste, chemicals, fresh concrete, yard waste from commercial landscaping operations, animal waste, materials that result from the process of constructing a building or structure, nauseous or offensive matter of any kind.

“Premises” shall mean any building, lot, parcel of land, land or portion of land whether improved or unimproved.

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“Storm water runoff” shall mean surface runoff and drainage associated with rainstorm events and snow melt.

#### **8.10.030 Responsibility for administration.**

This chapter shall be administered for the City by the City Engineer. The City Engineer may appoint and authorize one or more members of the City staff to act as his/her designee[s] to administer or enforce this chapter. In the context of this chapter, the phrase “City Engineer” includes each and all persons designated by the City Engineer to assist in the administration and enforcement of this chapter, as limited by the terms of the delegation

#### **8.10.040 Regulatory consistency.**

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act, the Porter-Cologne Water Quality Control Act and acts amending or supplementary thereto, applicable implementing regulations and any existing or future municipal NPDES permits and any amendments or revisions thereto or reissuance thereof.

#### **8.10.050 Reduction of pollutants in storm water runoff.**

A. In General. It is a violation of this chapter to throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City. The only exception is where such pollutant is temporarily placed in an appropriate container with a spill containment system for later collection and removal. It is a violation of this chapter to cause or permit any dumpster, solid waste bin or similar container to leak such that any pollutant is discharged into any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place or upon any public or private plot of land in the City.

B. Construction Sites. Any person performing construction work in the City shall comply with the provisions of the ordinance codified in this chapter and other City ordinances for erosion and sediment control.

C. New Development and Redevelopment. New development or redevelopment projects shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to

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Date Adopted:

prevent such deterioration and shall identify the manner of implementation. The BMPs may include, but are not limited to the following and may, among other things, require new developments or redevelopments to do any of the following:

1. Increase permeable areas by leaving highly porous soil and low lying areas undisturbed; by incorporating landscaping, green roofs and open space into the project design, by using porous materials for or near driveways, drive aisles, parking stalls and low volume roads and walkways and by incorporating detention ponds and infiltration pits into the project design;

2. Direct runoff to permeable areas by orienting it away from impermeable areas to swales, berms, green strip filters, gravel beds, rain gardens, pervious pavement or other approved green infrastructure and french drains; by installing rain-gutters oriented towards permeable areas; by modifying the grade of the property to divert flow to permeable areas and minimize the amount of storm water runoff leaving the property; and by designing curbs, berms or other structures such that they do not isolate permeable or landscaped areas;

3. Maximize storm water storage for reuse by using retention structures, subsurface areas, cisterns, or other structures to store storm water runoff for reuse or slow release.

4. Rain gardens may be proposed in-lieu of a water quality basin when applicable and approved by the City Engineer.

D. Existing Development. Existing development shall control storm water runoff so as to prevent any deterioration of water quality that would impair subsequent or competing uses of the water. The City Engineer shall identify the BMPs that may be implemented to prevent such deterioration and shall identify the manner of implementation.

#### **8.10.060 Illicit connections or discharges.**

It is a violation of this chapter to establish, use, maintain or continue illicit connections to the storm drain system, or to commence or continue any illicit discharges to the storm drain system. This prohibition against illicit connections and discharges is expressly retroactive and applies to connections and discharges made in the past, regardless of whether permissible under the law or practices applicable or prevailing at the time of the connection or discharge.

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#### **8.10.070 Non-storm water discharges.**

The discharge of non-storm water into the storm drain system is a violation of this chapter except as specified below.

A. The discharge prohibition shall not apply to any discharge regulated under a NPDES permit or waiver issued to the discharger and administered by the state of California under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit or waiver and other applicable laws or regulations.

B. Discharges from the following activities will not be considered a violation of this chapter when properly managed: water line flushing and other discharges from potable water sources, landscape irrigation and lawn watering, irrigation water, diverted stream flows, rising ground waters, infiltration to separate storm drains, uncontaminated pumped ground water, foundation and footing drains, water from crawl space pumps, air conditioning condensate, springs, individual residential car washing, flows from riparian habitats and wetlands, swimming pool discharges or flows from fire fighting.

#### **8.10.080 Discharges in violation of permit.**

A. Municipal NPDES Permit. Any discharge that would result in or contribute to a violation of an existing or future municipal NPDES permit(s) or any amendment or revision thereto or reissuance thereof, either separately considered or when combined with other discharges, is a violation of this chapter and is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such persons shall defend, indemnify and hold harmless the City in any administrative or judicial enforcement action relating to such discharge

B. NPDES Permit for Industrial/Commercial and Construction Activity. Any industrial discharger, discharger associated with construction activity or other discharger subject to any NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Santa Ana Regional Water Quality Control Board, shall comply with all requirements of such permit. Such discharges shall specifically comply with the following permits: the industrial storm water general permit, and the dewatering general permit. Proof of compliance with said NPDES general permits may be required in a form acceptable to the City Engineer prior to issuance of any City grading, building, or occupancy permits.

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#### **8.10.090 Permits and approvals.**

Compliance with this chapter shall be a condition of every permit, license or approval granted or issued by the City. Failure to comply with the chapter shall be grounds for revocation of any such permit, license or approval.

#### **8.10.100 City authority to sample, inspect and monitor.**

A. Regulatory Inspections. The City Engineer may inspect the premises of any discharger at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If a discharger refuses to allow entry for inspection, an inspection warrant shall be obtained prior to inspection.

B. Scope of Inspections. Inspections may include all actions necessary to determine whether any illicit discharge/connection exist, whether the BMPs installed and implemented are adequate to comply with the chapter, whether those BMPs are being properly maintained and whether the discharger complies with other requirements of this chapter. This may include sampling, metering, monitoring, visual inspections and records review. Records, reports, analyses or other required information may be inspected and copied, and photographs may be taken for purposes of enforcement of this chapter.

#### **8.10.110 Establishment of a fee.**

The City Council may establish a fee by resolution to recover the cost of inspection, sampling, metering and monitoring by the City Engineer.

#### **8.10.120 Orders by the City Engineer.**

The City Engineer is authorized to issue cease and desist orders or stop-work orders to any person who is in violation of this chapter. Failure to comply with a written order of the City Engineer shall be a violation of this chapter and shall be grounds for the imposition of civil penalties described in this chapter.

#### **8.10.130 Notice of violation.**

Whenever the City Engineer finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City Engineer may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

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Date Adopted:

- A. The performance of monitoring, analyses and reporting;
- B. The elimination of illicit connections or discharges;
- C. That violating discharges, practices or operations cease and desist;
- D. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- E. Payment of a fine to cover administrative and remediation costs;  
and
- F. The implementation or maintenance of source control and treatment control BMPs.

If an abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or a contractor designated by the City Engineer and the expense thereof shall be charged to the violator pursuant to Chapter 6.04 of this code. A notice issued under this chapter shall identify the provisions of this chapter which have been violated and shall state the recipient has a right to appeal as set forth in Chapter 1.10 of this code.

The notice shall be served upon the recipient as set forth in Chapter 1.10 of this code.

**8.10.140 Violations—Misdemeanors or infractions.**

A violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute an infraction. Repeated violations may be prosecuted as misdemeanors at the discretion of the City attorney.

**8.10.150 Penalty for violation.**

Upon conviction of a misdemeanor for violating any provision of this chapter, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth by law. Upon conviction of an infraction for violating any provision of this chapter, a person shall be subject to payment of a fine, not to exceed the limits set forth by law

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Date Adopted:



**8.10.160 Separate offenses.**

A person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted.

**8.10.170 Violations deemed a public nuisance.**

The City Council hereby declares that any violation of this chapter is a threat to the public health, safety and welfare, and is therefore a public nuisance which may be summarily abated. The cost of such abatement shall be borne by the owner of the premises and the cost thereof may be imposed as a lien upon the premises, and such lien shall continue in existence until it is paid.

**8.10.180 Administrative enforcement powers.**

In addition to any other enforcement powers and remedies established by this chapter, an authorized enforcement officer has the authority to issue civil citations and fines for violations of this chapter pursuant to Chapter 1.10 of this code.

**8.10.190 Civil actions.**

In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the City. In any such action, the City may seek, and the court may grant, as appropriate, any or all of the following remedies:

- A. A temporary and/or permanent injunction;
- B. Assessment of the violator for the costs of any investigation, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
- C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation; or
- D. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life

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### **8.10.200 Severability.**

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

2.2 Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to be read as follows:

### **Chapter 8.21 GRADING REGULATIONS**

**8.21.010 General.**

**8.21.020 Permits required.**

**8.21.030 Hazards.**

**8.21.040 Definitions.**

**8.21.050 Grading permit requirements.**

**8.21.060 Fees.**

**8.21.070 Grading security.**

**8.21.080 Cuts.**

**8.21.090 Fills.**

**8.21.100 Setbacks.**

**8.21.110 Drainage and terracing.**

**8.21.120 Retaining walls.**

**8.21.130 Expansive soils.**

**8.21.140 Asphalt paving.**

**8.21.150 Permeable surface designs.**

**8.21.160 Erosion control.**

**8.21.170 National Pollutant Discharge Elimination System (NPDES).**

**8.21.180 Grading inspection.**

**8.21.190 Completion of work.**

**8.21.200 Penalty for violation.**

#### **8.21.010 General.**

- A. Name. This chapter shall be known as the "Grading Regulations."
- B. Purpose. The purpose of this chapter is to establish an official set of standards regulating the design and construction of building sites and the development of property by grading; to regulate the alteration of the ground

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surface to protect and preserve the public health, safety, and general welfare; to minimize differential settlement and the slipping or sliding of earth; to protect adjacent properties from damage caused by blockage or diversion of natural runoff waters; to require engineering analysis of expansive soil conditions, erosion control and drainage; and criteria to provide a basis for the design of footings and floor slabs for structures proposed to be erected on parcels of land whose natural topography has been altered as described herein; to establish the administrative procedure for issuance of permits; and to provide for approval of plans and inspection of grading construction.

C. Intent. It is the intent of this chapter and the erosion control procedures contained within this chapter to establish a guideline enabling the City with the ability to regulate grading operations as well as to protect environmentally sensitive areas and biological and wildlife resources within and surrounding the City of Moreno Valley. The procedures established by this chapter and the conditions of approval implemented with all discretionary approvals and permits are intended to accomplish this protection. However, in the event that City staff encounter situations that are deemed to endanger environmental resources, the City Engineer is authorized to take necessary action to protect the environment pursuant to this chapter and other applicable laws, provided there is no conflict with other City regulations or codes.

“Environmentally sensitive areas” are any lands in a natural condition subject to an open space easement; any natural lake, stream, creek or riparian area; any wildlife habitat area identified in an environmental impact report, initial study or other environmental assessment; or any land determined by the City to be environmentally sensitive with respect to any particular grading activity based on an environmental assessment, initial study, CEQA guidelines or other information in connection with the proposed grading activity.

D. Scope. This chapter sets forth rules and relations to control excavation, grading and earthwork construction, including fills and embankments, and establishes administrative requirements for issuance of permits and approval of plans and inspection of grading construction in accordance with the requirements for grading and excavation as contained in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) with deletions, modifications, or amendments to meet local conditions.

E. Powers and Duties of the City Engineer. All references in Chapter 33 of the California Code of Regulations Title 24 (2010 California Building Code) to “Building Official” shall mean the “City Engineer” in this chapter.

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### 8.21.020 Permits required.

A. Grading Permits. No person shall conduct any grading, clearing, brushing or grubbing on natural or existing grade that is preparatory to grading, without first having obtained a grading permit from the City Engineer.

Exceptions to this requirement are:

1. An excavation below finish grade for basements and footings of a building, mobile home, retaining wall, or other structure authorized by a valid building permit or construction permit. This shall not exempt any fill made with the material from such excavation nor exempt any excavation having an unsupported height greater than five feet after the completion of such structure, or an unsupported excavation with vertical banks more than two feet high. This shall not prohibit a minimum fee grading permit or soil or geologic report from being required for foundation design and inspection purposes when, in the opinion of the City Engineer, stability considerations warrant such inspection;

2. An excavation which does not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical;

3. Cemetery graves;

4. Refuse disposal sites controlled by other regulations;

5. Earthwork construction regulated by federal, state, county, or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; earthwork construction performed by railway companies. This exemption, however, shall apply only when the earthwork takes place on the property, or dedicated rights-of-way or easements of the aforementioned agencies;

6. Excavation and backfill for installation of underground utilities by public utility companies or companies operating under the authority of a franchise or public property permit;

7. Mining, quarrying, excavating, processing, stock-piling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressures upon any adjacent or contiguous property, or alter the orientation of natural water courses which may result in adverse changes on adjoining property;

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8. Exploratory excavations under the direction of a soil engineer, engineering geologist, archaeologists or paleontologists, provided all excavations are properly backfilled and compacted or otherwise restored. All excavations and trenches are subject to the applicable sections of the state of California, Division of Safety or Cal-OSHA;

9. A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not exceed fifty (50) cubic yards on any one lot and does not obstruct any drainage course;

10. A fill less than three feet in depth, not intended to support structures or mobile homes, which does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course;

11. Clearing, brushing, and minor grading for agricultural purposes provided such operations do not affect the lateral support or increase stresses in or pressures on any contiguous property, or alter the orientation of natural water courses which may result in adverse changes on nearby or adjoining property or result in dumping of organic or hazardous waste not regulated by law. This grading includes, but is not limited to, contour grading to provide for orchard planting, minor leveling not exceeding three vertical feet of either excavation or fill for row crops, installation of irrigation systems, and stockpiling of fertilizer or other amendments.

B. Grading Permit, Paving. No person shall construct pavement surfacing in excess of five thousand (5,000) square feet, on natural or existing grade for the purpose of a private road or driveway, commercial, industrial, or multi-residential parking lot or travelway without a valid grading permit unless waived by the City Engineer or a separate improvement plan is approved and signed by the City Engineer. Resurfacing or maintenance of paved surfaces is exempt from this requirement.

#### **8.21.030 Hazards.**

##### **A. Hazardous Conditions.**

1. Hazardous conditions exist when the state of any natural ground, natural slopes, excavation, fill or drainage devices are situated on private property in such a manner that they are a hazard to life or limb, or a danger to public safety, or endangers the safety, usability, or stability of adjacent property, structures or public facilities. The maintenance of any hazardous condition shall constitute a public nuisance.

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2. The City Engineer or designee (including City code compliance) may examine, or cause to be examined, every condition reported as hazardous as set forth in subsection (A)(1) of this section.

3. Upon confirmation of a hazardous condition, the City Engineer or designee (including code compliance) shall provide written notification to the owner or agent in control of property with confirmed hazardous condition requiring mitigation of said hazardous condition and stipulation of an acceptable time frame for compliance.

4. The owner or agent in control shall comply with any demand for corrective work or repairs as required. In the event that corrective action is not completed within the period as specified in writing, the City may exercise any available legal recourse for correction of said hazardous condition.

#### **8.21.040 Definitions.**

The words and phrases set out in this section, when used in this chapter, shall, for the purpose of this chapter, have the following respective meanings except where the context clearly indicates a different meaning:

“Approval” means a written engineering or geological opinion by the responsible engineer, geologist of record, or responsible principal of the engineering company, whichever is applicable, concerning the satisfactory progress and completion of the grading work, unless it specifically refers to the City Engineer.

“Approved plans” means the current grading plans, which bear the City Engineer’s signature of approval on the plans.

“Approved testing agency” means the facility whose testing operations are controlled and monitored by a registered civil engineer and which is equipped to perform and certify the tests required by this chapter and is approved by the City Engineer.

“As-graded” means the surface configuration upon completion of grading.

“Bedrock” means in-place solid rock or sufficient solid in-place soil and rock to be classified by a registered geologist, geotechnical engineer or registered civil engineer, as bedrock.

“Bench” means a relatively level step excavated into stable earth material on which fill is to be placed.

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“Borrow” means earth material acquired from an offsite location for use in grading on a site.

“Borrow Site Permit” means a permit that is issued to complete borrow grading operations as defined above.

“California Building Code (CBC)” means the California Code of Regulations Title 24 as adopted by ordinance by the City Council of the City of Moreno Valley.

“Civil engineer” means a professional engineer registered in the State of California authorized to practice in the field of civil engineering. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Civil engineering” means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design and construction of civil works for the beneficial uses of mankind. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Clearing, brushing and grubbing” means the removal of vegetation (grass, brush, trees, and similar plant types) by mechanical means.

“Compaction” means the densification of a fill by mechanical means.

“Earth material” means any rock, natural soil, or fill and/or any combination thereof.

“Engineering geologist” means a geologist certified in the state of California to practice engineering geology. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Engineering geology” means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Erosion” means the wearing away of the ground surface as a result of the movement of wind, water and/or ice.

“Erosion control system” means a combination of desilting facilities, and erosion protection, including effective planting and the maintenance thereof, to

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protect adjacent private property, watercourses, public facilities, and receiving waters from the deposition of sediment or dust.

“Excavation” means the mechanical removal of earth material.

“Fault” means a fracture in the earth’s crust along which movement has occurred. A fault is considered active if movement has occurred within the last eleven thousand (11,000) years (Holocene geologic time).

“Fill” means the deposit of earth material placed by artificial means.

“Geotechnical engineer” see “soil engineer”. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Geotechnical report” means a report, which contains all appropriate soil engineering, geologic, hydrologic, and seismic information, evaluation, recommendations, and findings.

“Grade” means the vertical elevation of the ground surface.

Grade, Existing. “Existing grade” means the ground surface prior to grading.

Grade, Finish. “Finish grade” means the final grade of the site, which conforms to the approved plans.

Grade, Natural. “Natural grade” means the ground surface unaltered by artificial means.

Grade, Rough. “Rough grade” means the stage at which the grade approximately conforms to the approved plans.

“Grading” means any excavation or filling or combination thereof.

“Grading contractor” means a contractor licensed and regulated by the State of California who specializes in grading work or is otherwise licensed to do grading work.

“Grading permit” means an official document or certificate issued by the City Engineer authorizing grading activity as specified by approved plans and specifications.

“Hillside site” means a site with a natural slope of ten (10) percent or more as further defined in Section 9.03.040(B) of this code.

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“Indeterminate stockpile” means storage of soil for an indeterminate period of time in excess of the time permitted for a temporary stockpile.

“Key” means a designed compacted fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

“Keyway” means an excavated trench into competent earth material beneath the toe of a proposed fill slope.

“Landslide” means the downward and outward movement of soil, rock, fill or a combination thereof.

“Mass grading” means grading that is completed on a large scale over a large area prior to preliminary grading and which when completed is within two vertical feet of the sites final grade elevations.

“Mass grading permit” means a permit that is issued to complete mass grading operations as defined above.

“Massive landslide” means a landslide too large to be stabilized by retaining methods or normal control methods.

“NPDES” stands for National Pollutant Discharge Elimination System.

“Owner” means any person, agency, firm, or corporation having a legal or equitable interest in a given real property.

“Precise grading permit” means a permit that is issued on the basis of approved plans which show the precise structure location, finish elevations and all on-site improvements.

“Permeable Paving” means a special type of pavement that allows rain to pass through the paved surface into the ground beneath, thereby reducing the runoff from a site.

“Preliminary grading permit” means a permit that is issued on the basis of approved plans which need not show a structure location but must show interim building pad drainage to the degree required by the City Engineer.

“References” unless indicated otherwise, or as reasonably appears from the context, references in this chapter to the civil engineer, engineering geologist, geotechnical engineer and soils engineer refer to the professional person(s) preparing, signing, stamping or approving the project plans and specifications which comprise the approved grading plan, and which professional person(s) appears of record pursuant to Section 8.21.170(D) of this chapter, or his/her successor appearing pursuant to Section 8.21.170(E) of this chapter.

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“Retaining wall” means a wall designed to resist the lateral displacement of soil or other materials.

“Rough Grading Permit” means a permit that is issued to complete rough grading operations as defined in this section.

“Site” means any lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

“Slope” means any inclined ground surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance or as a percentage ratio of the vertical distance divided by the horizontal distance times one hundred (100).

“Slope stability—Gross stability” means the factor of safety against failure of the slope material below the surface approximately three to four feet deep measured from and perpendicular to the slope face.

“Slope stability—Surficial stability” means the factor of safety against failure of the outer three to four feet of slope material measured from and perpendicular to the slope face.

“Soil” means naturally occurring surficial deposits overlaying bedrock.

“Soil engineer (geotechnical engineer)” means a civil engineer registered in the State of California experienced and knowledgeable in the area of soil mechanics. For a complete definition see Section 404 of the Rules of the State Board of Registration for Professional Engineers and Land Surveyors.

“Soil engineering (geotechnical engineering)” is the investigation and engineering evaluation of earth materials including soil, rock, groundwater and man-made materials and their interaction with earth retention systems, structural foundations and other civil engineering works. The practice involves application of the principles of soil mechanics and the earth sciences and requires a knowledge of engineering laws, formulas, construction techniques and performance evaluation of civil engineering works influenced by earth materials.

“Sulfate (SO<sub>4</sub>)” means a chemical compound occurring in soil or water, which in concentration, has a corrosive effect on ordinary portland cement concrete and some materials.

“Temporary stockpile” means the temporary storage of earth material greater than fifty (50) cubic yards for a period not to exceed the term of the grading permit issued for the project associated with the stockpile.

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“Terrace” means a relatively level step constructed into the face of a graded sloped surface for drainage and maintenance purposes.

“WDID# means Waste Discharge Identification number.

#### **8.21.050 Grading permit requirements.**

##### **A. Application for Permit.**

1. The application for a grading permit shall be made on a form as provided by the City Engineer. All required discretionary approvals under the zoning ordinance and municipal code must be obtained prior to issuance of a grading permit.

2. No grading permit for a development project subject to approval by the planning commission, city council or administrative approval process shall be issued until such commission, council or administrative process has approved the grading concept as part of the discretionary approval process. Any application for a grading permit which effects environmentally sensitive areas shall contain information showing that the proposed grading will be accomplished without significant harm to the environment or appropriate environmental mitigation measures that have been identified within an environmental impact report for the proposed site have been complied with.

##### **B. Responsibility of Land Owners.**

1. It is unlawful for any persons owning, leasing, occupying or having charge of any real property in the City to stockpile, deposit, or allow the placement, construction or deposition of earth material on any real property in excess of fifty (50) cubic yards without first obtaining a grading permit as hereinafter described (unless exempt as noted in Section 8.21.020 exceptions. Processing of said earth material must result in a relative compaction of at least ninety (90) percent of the maximum density compaction of the surrounding material, unless otherwise provided for as part of an approved grading plan.

2. Clearing, brushing and grubbing of vegetation done in preparation of land development shall not be undertaken until all discretionary approvals for the land development project have been issued and a grading permit for the project has been obtained. For the purposes of this section, land development shall be defined as any use of real property for which discretionary approval is required as further defined in the this code.

3. A grading permit issued by the City Engineer is required prior to any grading or clearing and grubbing operations on:

a. Previously undisturbed land; or

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b. Land covered by native vegetation; or

c. Land which has not been used for agricultural purposes for three years immediately prior to the initiation of a grading operation for the purpose of conducting agricultural activities.

A grading permit may be issued by the City Engineer, prior to discretionary approval, if the City Engineer, in cooperation with the planning official, determines that the grading and/or agricultural operation will not cause significant damage to any environmentally sensitive areas nor cause the elimination of any significant wildlife habitat for riparian area.

4. This section shall not regulate routine landscape maintenance, the removal of dead or diseased trees or shrubs or the removal of vegetation upon the order of the fire marshal for the elimination of a potential fire hazard.

#### C. Types of Grading Permits.

1. Either a mass grading permit, borrow site permit, rough grading permit, preliminary grading permit, precise grading permit or a stockpile permit all as defined in Section 8.21.040 of this chapter may be issued for grading work upon completion of a proper application and approval by the City Engineer.

2. Building permits may be issued for a site graded under an approved grading plan and valid grading permit upon completion and approval of rough grade and geotechnical inspection as specified in Section 8.21.170 of this chapter. Building permits for construction of model homes may be issued for the model home sites only, prior to completion of rough grading for the site, provided that rough grading has been completed and approved as noted for the model home sites.

3. Building permits shall not be issued for a site graded under a preliminary grading permit until a new precise grading plan has been approved and a permit has been issued and the provisions as noted above have been satisfied.

#### D. Stockpile Permits.

1. A temporary stockpile permit is subject to conditions which may include, but not limited to, the following items: a stockpile plan prepared by a registered civil engineer, an erosion control plan prepared by a registered civil engineer, fencing, hydroseeding or other maintenance requirements. Other conditions may be established, even after the permit has been issued, in the interest of public health, safety or welfare, and shall be as determined by the City Engineer.

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2. An indeterminate stockpile permit may be issued for soil that is to be used for the future development of the stockpile site where there is no current project, or for storage of soil for current or future sale, or for some other purpose as stated by the property owner. Requests for indeterminate stockpile permits will be reviewed on a case-by-case basis. Such requests may be considered to be the establishment of a business and may require review by other City department or divisions and shall be subject to all of the conditions of approval for such projects. An indeterminate stockpile permit is subject to all of the same requirements as a temporary stockpile permit.

E. Grading Permit Application. A grading permit application shall consist of the following items and forms completed and signed by the applicant or his/her representative, unless otherwise specified by the City Engineer:

1. Application form;
2. Four sets of grading plans;
3. Two copies of a preliminary soils report (see subsection (M)(1) of this section);
4. Two copies of a preliminary geology report if applicable (see subsection (M)(2) of this section);
5. Two sets of erosion control plans;
6. Payment of the grading plan check and inspection fees.

The City Engineer will inspect the project site as necessary and determine whether additional reports or other data are required prior to issuance of a grading permit. The City Engineer will notify the applicant of his determination.

F. Grading Plan Clearances. The City Engineer shall notify the applicant when clearance is required for the project from other departments or divisions within the City as well as clearance required from other agencies. All required clearances from other departments, divisions or outside agencies shall be the responsibility of and obtained by the applicant prior to issuance of the grading permit. The City Engineer will not notify the applicant for South Coast Air Quality District (SCAQMD) required clearances and permits.

G. Data to Accompany Application.

1. A grading plan, approved and signed by a California registered civil engineer, soils engineer and engineering geologist shall accompany each application for a grading permit, unless waived by the City Engineer. The grading plans shall be prepared on twenty-four (24) inch by thirty-six (36) inch Mylar film

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with a standard City title block, and shall be drawn in ink. The plans shall show the original and designed finish contours, spot elevations, building pads, public improvements, slope ratios, proposed drainage facilities, protective fencing, retaining walls and any structures or buildings on adjacent properties within fifteen (15) feet of the common property lines.

2. Unless waived by the City Engineer, each application for a grading permit shall be accompanied by supporting data consisting of a soils engineering report, engineering geology report, and the grading plans and specifications. All such plans shall be drawn to engineering scales as approved by the City Engineer. The title sheet of the plan set shall contain the names, addresses and phone numbers of the site owner, the civil engineer responsible for the plans preparation, the project soil engineer and engineering geologist, including registration numbers. The title sheet shall also contain a locality sketch of the project site.

3. A statement of quantities shall be furnished, giving the estimated cubic yards of excavation, embankment, fill, and shrinkage or swell factor. Also, types of ditches and down drains, lineal feet and sizes of various types of pipe, the amount of rock to be used for rip-rap or slope protection, the lineal feet of fencing and any other pertinent information useful in determining the extent of the proposed work.

4. The grading plans shall show scaled sections of all stabilization fills, buttress fills, keyways and benching for fill placement.

H. Grading Plan Check. All grading plans submitted to the City will be checked for conformance with the provisions of this chapter, conditions of approval, the City of Moreno Valley Municipal Code, applicable specific plans, other City ordinances, rules and regulations, all applicable Federal and State requirements, 2010 California Code of Regulations Title 24, Chapter 11 accessibility requirements, City technical requirements and plan requirements, and any other applicable requirements for the development.

I. Mass Grading Plans, Rough Grading Plans, Stockpile Plans, Borrow Site Plans and Preliminary Grading Plans. The plans shall include, but not limited to, the following information.

1. Vicinity map of the site;

2. Property limits clearly labeled or otherwise identified, accurate contours of existing ground and details of terrain, and area of drainage a minimum of fifteen (15) feet beyond the property limits (spot elevations may be used on flatland sites);

3. Prominent existing or natural terrain features;

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4. Limiting dimensions, elevations of finish contours to be achieved by the grading, proposed drainage devices, and related construction;

5. Details (plan and section) of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as part of the proposed work, together with a map showing the drainage area and estimated runoff from the area served by the drains;

6. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which may be affected by the proposed grading operations;

7. If the grading project includes the movement of earth material to or from the site in an amount considered substantial by the City engineer, the permittee shall submit a haul route for review and approval by the public works department, land development division. The City Engineer may prescribe as a condition of the grading permit and submitted haul route, alternate routes or special requirement in consideration on the possible impact on the adjacent community environment or effect on the public right-of-way itself;

8. Additional plans, drawings, calculations, environmental impact information, or other reports and information required by the City Engineer.

J. Precise Grading Plans. The plans shall include of the information required in subsection I of this section plus the footprint or allowable building area of all proposed structures (including appurtenances), setback distances between structures and top or toe of slopes, setback distances between structures and property lines, detailed finish grade and finish floor elevations, flow lines for lot drainage including spot elevations for the drainage swales, details for building footings and sideyard swale relationship (including extra height of or deepened footings), and all proposed PCC flatwork and PCC/AC driveways.

K. Grading Plan Correction Sheet. A grading plan standards and correction sheet which is used as the basis for plan checking, is available from the Public Works Department, Land Development Division which identifies the items typically required on grading plans depending on site conditions.

L. Geotechnical Reports. A soil engineering and engineering geology report shall be required for all grading projects unless otherwise waived by the City Engineer. The reports shall include information useful to the site and any additional information required by the City Engineer. Recommendations included in the reports and approved by the City Engineer, shall be incorporated into the grading plans and specifications. The Building Official may require a soil report of additional information related to the building structure in accordance with the California Code of Regulations Title 24 (IBC).

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M. Geotechnical Report Standards. Two copies of each geotechnical report required in subsection L of this section, shall be submitted as part of the application for a grading permit. Each report shall contain information applicable to the project as shall be prepared in accordance with generally accepted geotechnical engineering practice. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

1. Preliminary Soil Report. Soil engineering reports shall be required for all residential subdivisions, commercial or industrial development projects, multi-residential projects, and similar developments for which a grading permit is required. Soil reports shall also be required for grading or building permits on single lot projects when specified by the City Engineer or Building Official. The preliminary (initial) soil engineering report shall include information and data regarding the nature, distribution, and physical and chemical properties of existing soils, conclusions as to the adequacy of the site for the proposed grading, recommendations for general and corrective grading procedures, foundation and pavement design criteria, and shall provide other recommendations, as necessary, for the project grading and development.

2. Preliminary Engineering Geology Report. Engineering geologic reports shall be required for all developments on hillside sites where geologic conditions are considered to have a substantial effect on existing and/or future site stability. This requirement may be extended to other sites as required by the City Engineer. The preliminary (initial) engineering geology report shall include a comprehensive description of the site topography and geology including, where necessary, a geologic map; and opinion as to the adequacy of the proposed development from an engineering geologic standpoint; and opinion as to the extent that known or as reasonably should be known instability on adjacent properties may adversely effect the project; a description of the field investigation and findings; conclusions regarding the effect of geologic conditions on the proposed project; and specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development; and shall provide other recommendations as necessary for the project grading and development. The preliminary engineering geology report may be combined with the soil engineering report.

3. Seismicity Report. A seismicity report as determined by the City Engineer, may be required as a condition for issuance of a grading permit and/or building permit for all residential subdivisions, and for commercial or industrial developments, and shall be required as a condition of development for all essential facilities (as defined in the California Building Code) or as determined by the City Engineer, Building Official or Planning Official. Additionally, sites containing earthquake-sensitive earth materials and/or sites that are located on or near potentially active or active faults are required to submit a seismicity report as a condition for issuance of a grading permit. The report shall be prepared by

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an engineering geologist, geophysicist, or a civil engineer with expertise in earthquake technology and its application to buildings or other civil engineering works. The scope of the report shall be commensurate with the proposed development and shall reflect the latest available and accepted technological recommendations related to seismicity. The seismicity report may be combined with the soil and engineering geology reports.

N. Import and Export of Earth Material. Where an excess of five thousand (5,000) cubic yards of earth material for a project site is moved on public roadways to or from the project site as part of the grading operations, all of the following requirements shall apply:

1. Either water or dust preventative spray material (or both) shall be consistently applied for prevention of dust resulting from the loading or transportation of earth to or from the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way, used for transporting materials, in a condition free of dust, earth, or debris attributed to the grading operations.

2. Loading and transporting of earth materials to or from the site must be accomplished within the limitations established in subsection O of this section.

3. Access roads to the site shall be only at points designated on the approved grading plans.

4. At a minimum, the first fifty (50) feet of access road adjacent to the intersection with the public roadway shall have a grade not to exceed five percent. There must be a three hundred (300) foot clear, unobstructed sight distance to the intersection from both the public roadway and the access road. If the five percent grade or three hundred (300) foot sight distance requirements can not be obtained due to site constraints, then flagman shall be posted at the access road and shall remain for the entire duration of material transportation operations.

5. A stop sign conforming to the requirements of the California Vehicle Code shall be posted at the exit of the access road to the public roadway.

6. Advanced warning signs along with traffic control and safety devices shall be reviewed and approved by the City Engineer and shall be posted on the public roadway in the vicinity of the access intersection as required by the current State of California Department of Transportation "Manual of Traffic Control—Warning Signs, Lights and Devices for use in Performance of Work Upon Highways." The size, shape, color, number, spacing, and other details of all such signs and devices shall conform to the standards contained therein and in the current State of California Department of Transportation "Traffic Manual." The

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advanced warning signs and other devices shall be covered or removed when the access intersection is not in use.

O. Time of Grading Operations. Grading and equipment operations shall only be completed between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays and from 8:00 a.m. to 4:00 p.m. on weekends and holidays. The City Engineer may, however, permit grading or equipment operations before or after the allowable hours of operation if he determines that such operations are not detrimental to the health, safety, or welfare of residents or the general public. Permitted hours of operations may be shortened by the City Engineer's finding of a previously unforeseen effect on the health, safety, or welfare of the surrounding community.

P. Responsibility of Permittee. It shall be the responsibility of the permittee to be knowledgeable of the conditions and/or restrictions of the grading permit as outlined in applicable sections of this chapter, and as contained on the approved grading plans and in the approved geotechnical report(s). It shall also be the responsibility of the permittee to be knowledgeable with the obvious and accessible location on the site, and with a copy of the grading plans bearing the stamp or signature of approval by the City Engineer. The applicant will be responsible for obtaining all clearances and permits, if any, directly from the South Coast Air Quality Management District (SCAQMD) prior to beginning grading.

Q. Haul Routes. Where excavation of embankment material is imported or exported from one grading site to another, over public streets, whether or not either site is otherwise subject to grading permit requirements, the City Engineer may specify the route to be used in transportation of the materials on public streets.

Deviation from the designated haul route shall constitute a violation of the condition of the permit issued under this chapter. When the City Engineer does specify a route, he shall do so in writing on the permit document, and shall immediately notify the Traffic Division of the Public Works department as well as the traffic division of the City police department, that said haul route has been specified and approved.

The City Engineer may further specify load limits where, in his opinion, the standard load capacity of vehicles used in such hauling would cause excessive damage to streets on the designated route. Any grading or hauling contractor or project site owner/permittee, moving earth materials in violation of the chapter, shall be financially responsible for any damage to the public streets caused by the hauling vehicles, and shall pay to the City of Moreno Valley the cost, as determined by the City Engineer, of repairing such damage, or shall repair the damage in question to the satisfaction of the City Engineer.

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At least twenty-four (24) hours before hauling is to commence, the applicant shall be required to notify the City of Moreno Valley Public Works Department, Traffic Division, and Land Development Division as well as the City Police Department, Traffic Division. The permit may specify other necessary conditions or restrictions, where the use of public streets would disrupt the normal traffic activities or cause a public inconvenience.

R. Debris on Public Streets. Vehicle Code Section 23112(b) forbids the placing, dumping or depositing of dirt and rocks on public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the provisions of this chapter, shall refrain from depositing dirt or debris on public streets by any means, including but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The City Engineer may require a cash deposit to insure the clean-up of public streets.

S. Clean-Up. The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials, including but not limited to, earth, mud, rock or other materials, on any public streets shall be responsible for the complete removal of such materials if spilled, dumped or deposited on a public street within twenty-four (24) hours of noted spill, dumping or deposition. If the permittee fails to remove such spillage, dumping or deposited material within the noted time frame, and it is necessary for the City to complete the removal, the permittee and/or property owner from where the material was removed from or deposited to, shall be liable to pay the City the full cost of such removal work. A cash deposit may be required to insure cleanup of public streets.

T. Dust Control. The contractor or permittee conducting any earth-moving or grading operation under this chapter shall be responsible for controlling dust at all times. The owner, contractor and permittee shall be responsible for implementing any and all Best Management Practices (BMPs) for all grading and earth-moving operations in accordance with the National Pollutant Discharge Elimination System (NPDES) and as required by South Coast Air Quality Management District (SCAQMD).

U. Protection of Adjoining Property. Each adjacent owner is entitled to the lateral and subjacent support which his/her land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to permit or to make an excavation greater than ten (10) feet in depth within fifty (50) feet of his property line(s) shall give reasonable notice to the owner or owners of land abutting the property line(s) affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin.

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2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken so that the soil of adjoining properties will not cave in or settle without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to of greater depth than are the walls or foundation of an adjoining building or other structure, and the distance from the edge of the excavation to an adjoining building or other structure is less than the depth of the excavation, then the permittee or person completing the excavation must take any and all necessary steps to protect the adjacent building or other structure from possible damage resulting from the excavation or the permittee or person completing the excavation must notify the owner of the adjoining building or other structure and allow at least ten (10) days, if so desired, in which to take measures to protect the same from any damage, or to brace or extend the foundations of the noted building or other structure from possible damage from the excavation.

V. Issuance, Expiration and Renewal.

1. Every grading permit issued shall be valid for a period of one hundred eighty (180) days from the date of issuance.

2. Every permit shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days.

3. The time limitations for all grading permits issued by the City are also subject to the following provisions:

a. A permit issued in accordance with these requirements shall expire upon a change of ownership, if the grading work thereon, for which said permit was issued has not been completed, and a new permit shall be required for the completion of the work. If the time limitations as noted above are not applicable, and if no changes have been made to the plans and specifications last submitted to the City Engineer, no charge shall be made for the issuance of a new permit under such circumstances. If, however, changes have been made to the plans and specifications last submitted to the City Engineer, fees based on the valuation of the additional or new work, additional yardage and necessary plan checking shall be charged to the permit applicant.

b. The City Engineer may extend the one hundred eighty (180) day expiration time limit on permits not to exceed three successive periods for one

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hundred eighty (180) days each, upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

4. The City Engineer may require that grading operations and project designs be modified if delays occur which incur weather-related problems not considered at the time the permit was issued.

5. If the permittee presents satisfactory reasons for failure to begin or complete the work within the periods specified above, the City Engineer, upon written request, may grant an extension of time reasonably necessary or as specified in subsection (V)(3)(b) of this section for an additional three hundred sixty-five (365) days without additional fees, provided that:

a. No changes have been made in the original plans and specifications for such work.

b. Suspension of abandonment has not exceeded one hundred eighty (180) days.

c. A re-endorsement of the compliance of the plans with the current and applicable regulations has been obtained by the permittee from the Land Development Division.

Such requests for extensions must be submitted no later than the thirtieth day following the date on which said permit would otherwise expire.

6. If the permittee is unable to complete the work by the end of a two calendar year period (initial one hundred eighty (180) days plus one and one-half year extension) or fails to request an extension within the time provided in subsection (V)(5) of this section, the City Engineer, upon written request and justification, may renew the grading permit for a fee of one-half the amount required for the original permit for such work, provided no changes have been made to the original plans and specifications for such work.

W. Denial of Permit. The City Engineer shall not issue a permit in any case where he finds that the work as proposed by the applicant is liable to constitute a hazard to property or result in debris being deposited on any public street or public way or interfere with any existing drainage course. If it can be shown to the satisfaction of the City Engineer that the hazard can be essentially eliminated by the construction of retaining structures, buttress fills, drainage devices, or by other means, the City Engineer may issue a permit with the condition that such work be performed. If, in the opinion of the City Engineer, the land area for which grading is proposed is subject to geological or flood hazard to the extent that no reasonable amount of corrective work can eliminate or

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sufficiently reduce the hazard to human life or property, the grading permit and any proposed building permits for habitable structures shall be denied.

The City Engineer may require plans and specifications to be modified in order to mitigate anticipated adverse environmental effects of proposed grading projects. The City Engineer may, under circumstances where the significant adverse environmental effects of a proposed grading project cannot be mitigated in accordance with the requirements of the California Environmental Quality Act (CEQA), deny the issuance of a grading permit.

The City Engineer shall require plans and specifications to be modified in order to make them consistent with the City of Moreno Valley general plan, specific plans, municipal code requirements, or other rules, regulations, or conditions of approval applicable to the project. The City Engineer may deny the grading permit if the proposed project cannot be designed in accordance with this chapter, applicable rules, regulations, or conditions.

#### **8.21.060 Fees.**

A. Plan-Checking Fees. Before accepting a set of plans and specifications for checking, the City Engineer shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures. The amount of plan-checking fee for grading plans is set forth by City Council resolution.

The plan-checking fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between such fee paid for the original permit and the required fee for the entire project.

B. Review of Geotechnical Reports Fee. The fees paid in accordance with subsection A of this section (plan-checking fee) includes all necessary fees for review of all geotechnical report(s) for the project and no additional or separate fee will be charged for said review.

C. Grading Permit Fees. A fee for each grading permit shall be paid to the City Engineer for issuance of said permit. The fee for grading permit issuance is set forth by City Council resolution. The fee for a grading permit authorizing additional work to that under a valid grading permit shall be the difference between the fee paid for the original permit and the required fee for the entire project.

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### **8.21.070 Grading security.**

The City Engineer may require bonds or other approved security in such form and amounts as may be deemed necessary to assure that the work for a valid grading permit is completed in accordance with the approved plans and specifications or to insure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate any potentially hazardous condition without additional cost or obligation to the City. One form of security will be required to cover all grading and drainage facilities. Separate securities may be required for slope planting, landscaping, irrigation and erosion control.

### **8.21.080 Cuts.**

Cut slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

Slope stability analysis shall be included in all soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height regardless of the slope ratio. The soil engineer shall consider both gross and surficial stability of the slope and provide a written statement approving the slope stability.

### **8.21.090 Fills.**

A. Fill Location. Fill slopes shall not be constructed on natural slopes steeper than two horizontal to one vertical (2:1), or where the base (toe) of the fill slope would be within twelve (12) feet horizontally of the top of a cut slope, unless evidence is submitted by the soil engineer and/or engineering geologist which indicates that the stability of the slope is adequate and the proposed slope is approved by the City Engineer.

B. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation; noncomplying fill; topsoil and other unsuitable materials; and by scarifying to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than five horizontal to one vertical (5:1), the ground shall be prepared by benching into sound bedrock, or other competent or formational material, as determined by the soil engineer and

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approved by the City Engineer. The lowermost bench beneath the toe of a fill slope shall be a minimum of ten (10) feet in width. The ground surface below the toe of fill shall be prepared for sheet flow runoff, or an appropriate drainage system shall be provided.

Where fill is to be placed over a cut slope, the bench under the toe of the fill shall be at least fifteen (15) feet wide and shall meet the approval of the soil engineer and/or engineering geologist as suitable foundation for the fill. Unsuitable soil is soil which is not dense, firm, or unyielding; is highly fractured; or has a high organic content; and in the opinion of the City Engineer, civil engineer of record, soil engineer, or engineering geologist is not competent to support other soil or fill, to support structures, or to satisfactorily perform the other functions for which the soil is intended.

C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as outlined below, no rock or similar irreducible material with a maximum dimension greater than twelve (12) inches shall be buried or placed in fills.

The City Engineer may permit placement of larger rock in fill when the soil engineer properly devises a method of placement, continuously inspects placement, and approved the fill stability and competency. The following conditions shall also apply:

1. Prior to issuance of a grading permit, potential rock disposal area(s) shall be identified on the grading plan.
2. Rock sizes greater than eighteen (18) inches shall be placed a minimum of six feet below grade, measured vertically and/or ten (10) feet measured horizontally from any slope face.
3. Rocks sizes greater than twelve (12) inches shall be placed so as to be completely surrounded by soil; no nesting of rocks will be permitted.

D. Compaction. All fills shall be compacted to a minimum of ninety (90) percent of the maximum density as determined by ASTM D1557. Field density tests shall be performed in accordance with ASTM D1556, or equivalent, as approved by the City Engineer. At least twenty-five (25) percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be uniformly distributed within the fill area and/or fill slope surface area in order to obtain representative results.

Locations of the field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

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Testing in areas of a critical nature or special emphasis shall be in addition to a network of representative sampling.

E. Exceptions:

1. Fills excepted in Section 8.21.020 of this chapter if the City Engineer determines that compaction is not a necessary safety measure to aid in preventing saturation, settlement, slippage or erosion.

2. Where lower density and very high potential expansion characteristics exist, (as defined in the California Building Code), lesser compaction requirements may be approved by the City Engineer upon justification and recommendation by the soil engineer.

Sufficient maximum density determinations by test method ASTM D1557 shall be performed during the grading operations to verify that the maximum density curves used are representative of the material placed throughout the fill.

F. Fill Slopes. Fill slopes shall be no steeper than two horizontal to one vertical (2:1). In special circumstances where no evidence of previous instability exists, and when recommended in the soil engineering report and approved by the City Engineer, slopes may be constructed steeper than 2:1. In no case shall slopes steeper than 2:1 be approved if 2:1 or flatter slopes are required as a condition of prior approval of any project without appropriate revision of said condition by the approving body.

All fill slopes shall be overfilled to a distance from finish slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finished grade to expose the compacted core. Alternate methods for fill slope compaction may be used by the grading contractor subject to approval by the soil engineer and City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil.

A slope stability analysis shall be included in soil engineering reports for all slopes steeper than 2:1 and for all slopes exceeding twenty (20) feet in height, regardless of the slope ratio. The soil engineer shall consider both the gross and surficial stability of the slope and provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternate methods of construction or compaction requirements necessary for surficial stability.

At least twenty (20) percent of the field density tests performed during grading shall be located within three feet of the final slope location, and at least one density test shall be taken in the outer twelve (12) inches of the finished slope face for every five thousand (5,000) square feet of slope area.

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G. Buttress/Stabilization Fills. Recommendations for buttress/stabilization fills by the soil engineer shall be included in the soil report setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudo static conditions, (analysis of pseudo static loads are not normally needed when the bedding planes are flatter than twelve (12) degrees from horizontal), laboratory test data upon which the calculations are based, a copy of the approved grading plan showing the location of the buttress/stabilization fill, a scaled section of the buttress/stabilization fill, and recommendations with details of subdrain requirements.

H. Utility Line Backfill. Backfill for on-site utility line trenches, including but not limited to, water, sewer, gas, electrical, telephone and cable television services which effect the stability of foundations or other structures, or which are in sloping surfaces steeper than ten horizontal to one vertical (10:1), and which utilize onsite material as backfill, shall be compacted and tested in accordance with subsection D of this section. Alternate materials and methods for utility line trench backfill may be used provided that the material specification and method of placement are recommended by the soil engineer and approved by the City Engineer prior to backfilling.

Utility line trench backfill for on-site areas other than those stated above need no specific placement method or compaction criteria, but shall be sufficiently compacted to preclude detrimental settlement. In no case shall this be construed to mean utility line trench backfill within any public rights-of-way.

The final utility line trench backfill report from the project soil engineer shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use and that all tested areas meet the compaction requirements in accordance with subsection D of this section.

#### **8.21.100 Setbacks.**

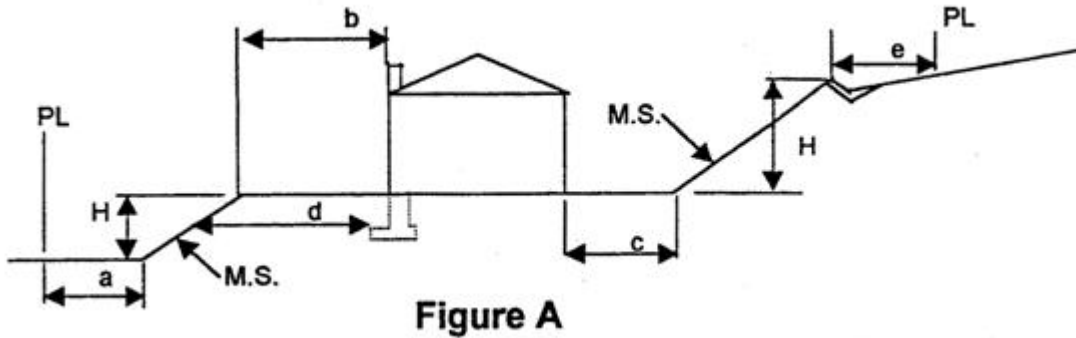
A. General. The setbacks and other restrictions specified by this section are minimum and may be increased by the City Engineer or by the recommendation of the civil engineer of record, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. Where zoning requirements exceed the minimum herein, the zoning setbacks shall govern.

B. Setbacks From Property Lines. The tops and toes of slopes shall be setback from the outer boundaries of the permit area, including slope right

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areas and easements, in accordance with Figures A and B. Lot lines shall be located at the top of slopes whenever possible.

C. Design Standards for Setbacks. Setbacks between graded slopes (cut or fill) and structures shall be provided in accordance with Figures A and B. A usable side yard of at least five feet from any building wall shall be provided to the top or toe of a slope unless waived by the City Engineer.



H (hgt-ft)	a	b	c	d	e
0<6	3'	5'	3'	5'	3'
6 to 14	5'	5'	H/2	H/2 (5'Min)	3'
14 to 30	5'	H/2 (10' Max)	H/2	H/2 (10' max)	6'
30+	5'	10' Max	15' Max	10' Max	6'

NOTES:

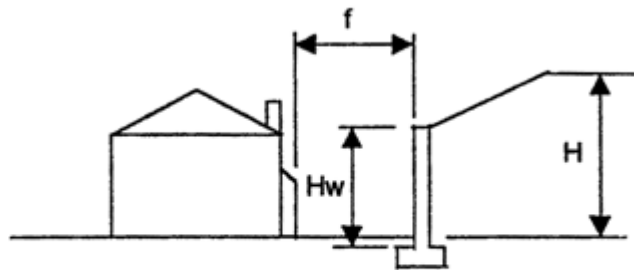
- 1 PL means property line and/or permit boundary. M.S. means manufactured surface.
- 2 Setbacks shall also comply with applicable zoning regulations.
- 3 Table A applies to manufactured slopes and 2:1 or steeper natural slopes. Setbacks from natural slopes flatter than 2:1 shall meet the approval of the City Engineer.
- 4 "b" may be reduced to 5' minimum if an approved drainage device is used; roof gutters and downspouts may also be required.

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- 5 “b” may be reduced to less than 5’ if no drainage is carried on this side and if roof gutters are included; “d” may not be reduced.
- 6 If the slope between “a” and “b” is replaced by a retaining wall, “a” may be reduced to zero and “b” shall remain as shown in Table A. The height of the retaining wall shall be controlled by zoning regulations.
- 7 “b” is measured from the face of the structure to the top of the slope.
- 8 “d” is measured from the lower outside edge of the footing along a horizontal line to the face of the slope. Under special circumstances, “d” may be reduced as recommended in the soil report and approved by the Building Official

**Figure B**

**Minimum Setback**



**Figure B**

Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
0 to 6	3' Max	3' Min
6 to 8	4'	4'

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Table B Minimum Setback from Retaining Walls		
H (hgt-ft)	Hw	f
8 to 10	5'	5'
10 to 12	6' Max	6'
12 to 30	6' Max	H/2
30+	6' Max	15' Max

NOTES:

- 1 The use of retaining walls to reduce setbacks must be approved by the City Engineer.
- 2 “f” may be reduced to zero (0) feet if the Building Official approves a combination structure/retaining wall after submittal and review of structural calculations from the project structural engineer and after the City Engineer approved the necessary drainage devices.
- 3 “Hw” is the height of the retaining wall measured from the top of the footing to the top of the wall.

**8.21.110 Drainage and terracing.**

A. General. Unless otherwise noted on the approved grading plan, drainage facilities and terracing of graded slopes shall conform to this section, to the currently adopted City design standards, this code and to Riverside County Flood Control and Water Conservation District’s master drainage plans for the City, except where otherwise specified.

B. Terraces. Terraces at least eight feet in width shall be established at not more than thirty (30) foot vertical intervals on all cut or fill graded slopes in order to control surface drainage and debris. Where only one terrace is required, it shall be at the mid-height of the slope. Terrace widths and spacing for cut and fill slopes greater than one hundred and twenty (120) feet in height shall be designed by the project civil engineer based upon recommendations of the project soil engineer and approved by the City Engineer. Suitable access shall be provided to all terraces to permit proper cleaning and maintenance.

Terrace drains shall have a minimum gradient of two percent unless waived by the City Engineer. Terrace drains shall have a minimum depth at the deepest point of no less than one foot and a minimum paved width of at least

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three feet and shall be designed to accommodate all runoff created by the cut or fill slope as well as any tributary runoff which enters the terrace drain.

C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability and as recommended by the project soil engineer and/or engineering geologist.

D. Storm Water Discharge. All drainage facilities shall be designed to carry storm water runoff to the nearest practicable drainage way approved by the City Engineer and/or other appropriate jurisdiction, as an acceptable and safe location to deposit such runoff. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains, energy dissipaters, or other devices as approved by the City Engineer.

E. Interceptor Drains. Concrete interceptor drains (brow ditches) shall be installed along the top of all cut slopes where the tributary drainage area above the cut slope drains toward the cut slope, unless waived by the City Engineer. The slope gradient for the interceptor drain shall be the same as for terrace drains or as approved by the City Engineer.

F. Storm water Runoff. Storm water runoff shall not be allowed to flow over cut or fill slopes, which are greater than five horizontal to one vertical (5:1), but shall be provided for as follows:

1. Whenever practicable, each lot shall be graded so that storm water will drain from the backyard through the sideyard and front yard directly to the abutting street or toward approved drainage facilities at a gradient of not less than one percent. Where possible, drainage shall not be directed across other lots nor over cut or fill slopes.

2. When the above is not feasible, as determined by the City Engineer, storm water shall be collected along the top of slopes or at the rear of graded lots by means of paved gutters, and carried to properly sized outfall or area drains which shall also serve as erosion control devices. Such drainage shall not be allowed to drain across the surface of sidewalks or parkways. Asphalt concrete may not be used for any drainage device. Down drain ditches shall be a minimum of eighteen (18) inches deep.

3. Where slopes are terraced at thirty (30) foot intervals, drainage shall be provided in paved ditches a minimum of thirty-six (36) inches wide and twelve (12) inches deep. Construction of the ditches shall be as described below, and shall be located on the terraces with one side of the ditch two feet from the toe of the slope. Where a terrace is constructed to conform to slope requirements, but is intended to be of a temporary nature, the City Engineer may waive the drainage ditch requirements, if a satisfactory surety bond, or other means to grantee the improvement, is posted with the City.

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4. Down drains, interceptor drains and terrace drains shall be connected together to collect and transport all storm water runoff entering the drains. They shall be of sufficient depth, as verified by hydraulic calculations, to allow for an unimpeded flow when terraces are crossed. Down drains, interceptor drains and terrace drains shall be constructed of portland cement concrete or air blown mortar. They shall be reinforced with wire mesh and/or other appropriate concrete reinforcement as determined by the project engineer and approved by the City Engineer. If pipe is used for down drains to transport runoff from terrace ditches, it shall be either reinforced concrete pipe (RCP), plastic pipe (PVC) or other pipe material as approved by the City Engineer. Anchor lugs or collars may be required by the City Engineer if the pipe slope is equal to or greater than two horizontal to one vertical (2:1). Pipe specifications shall be approved by the City Engineer. Special design features shall be provided for abrupt changes in direction of terrace ditches and down drains.

5. The discharge from any down drain, ditch or pipe shall be controlled so as to prevent erosion of the adjacent grounds. Velocities shall be reduced by means of adequately sized aprons of rock, grouted rip-rap, box-type energy dissipaters or other materials as approved by the City Engineer.

G. Drainage Easements. For all drainage-ways where the continuous functioning of the drainage-way is essential to the protection and use of the property other than the lot on which the drainage-way is located, a covenant and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage-ways on the owner of record of each respective lot. Permanent off-site drainage easements, as required by the City Engineer, shall be acquired by the permittee. Such easements shall be subject to the approval of the City Engineer and City attorney and recorded prior to the issuance of the grading permit.

#### **8.21.120 Retaining walls.**

Retaining walls shall be constructed of reinforced concrete, reinforced masonry block, reinforced concrete block and geosynthetic fabric, or a combination of the aforementioned materials. Retaining walls shall be designed to resist all earth pressures acting upon them including embankment or structure/vehicle surcharge loads. All retaining walls shall be designed by a registered civil or structural engineer and submitted to the building division, including appropriate structural calculations, for review and approval prior to installation. All retaining walls that are to be constructed in connection with a grading plan shall be shown on the grading plan. Sufficient top of wall (TW) and top of footing (TF) elevations shall be shown on the grading plans to determine the overall height of the retaining wall at various locations.

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### **8.21.130 Expansive soils.**

A. Expansive soil is any soil with an expansion index greater than twenty (20), as determined by the expansion index tests (2010 California Building Code, Section 1803

B. Whenever expansive soils are encountered within four feet of the finish grade of any area intended or designed as a location for a building then the following shall be observed:

1. The permittee shall remove such expansive soil to a minimum depth of four feet below finish grade within the building footprint area. Nonexpansive, properly compacted soil shall then be installed in the area where the expansive soil was removed; or

2. In the event that sufficient non-expansive material is not readily available on site, the permittee may at his option import nonexpansive material to be used as fill or the soil engineer may waive or reduce the requirement for removal and replacement of the expansive soils reported on the project. The soil engineer shall, however, make recommendations for the design of footings, foundations, slabs, and other load bearing features, or other special procedures which will alleviate any potential problem created by the remaining expansive soils; or

3. Based on recommendations for the soil engineer, expansive soil from cut areas may be placed in the lower extremities of embankments, and nonexpansive materials shall be reserved and stockpiled so that they may be placed as a cap over expansive soil. Whenever expansive soil is placed closer than four feet of finish grade, the soil engineer shall so indicate and make corrective recommendations as noted above.

### **8.21.140 Asphalt paving.**

A. Requirements. For the purpose of this section, asphalt concrete (A.C.), aggregate base material (A.B.), prime coat, tack coat, and seal coat shall all meet the current material specification standards of the City of Moreno Valley for public road construction and/or the approval of the City Engineer.

B. Subgrade Compaction. Compaction of subgrade materials shall be in accordance with the requirements of Section 8.21.090(D) of this chapter.

C. Soil Sterilization. Unless otherwise approved by the City Engineer, subgrade earth materials shall be sterilized to preclude plant growth.

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D. Pavement Structural Section. The project soil engineer, architect, or design civil engineer shall determine the pavement structural section(s) for parking lots, service roads, private streets and dedicated streets on new private development projects. The structural section shall be based on:

1. Soils tests of the subgrade soil(s) performed in accordance with the latest revision of test method number California 302 and anticipated traffic and/or loading conditions.

2. The design shall be determined by R-value testing in accordance with CalTrans design method with recommended safety factors. The minimum design structural section(s) for dedicated streets shall be as noted in the current edition of the City of Moreno Valley standard plans.

E. Alternative Design Method for New Parking Lots/Service Roads and Private Streets. In lieu of the recommended structural section from the soil engineer or civil engineer based on testing as noted above, the following standards may be used for new private parking lots/service roads and private streets:

<b>Industrial and Commercial Developments</b>	<b>Min. Structural Section</b>
Parking area less driveways and perimeter drives	.25' AC / .33' AB
Driveways and perimeter drives for industrial developments	.25' AC / .83' AB
Driveways and perimeter drives for commercial developments	.25' AC / .67' AB
<b>High Density Residential</b>	
Parking areas and access lanes	.25' AC / .33' AB
Drives and areas subject to heavy truck use	.25' AC / .67' AB
<b>Private Streets</b>	
Structural roadway section for private streets	.30' AC / .50' AB

AC means asphalt concrete pavement.

AB means Class II aggregate base material.

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F. Exceptions. The provisions of this section shall not apply to private asphalt concrete driveway(s) providing access to not more than two single-family residences, proposed in conjunction with a project subject to a grading permit or to commercial, industrial or high-density residential developments where all pavements areas are constructed of Portland cement concrete (PCC) pavement.

#### **8.21.150 Permeable surface designs**

A. Permeable surface designs include, but is not limited to pervious concrete, permeable pavement, permeable pavers, and porous asphalt. These BMPs may be allowed in low flow traffic roads and parking lots and other paved areas upon approval from the City Engineer.

#### **8.21.160 Erosion control.**

##### **A. General.**

1. All earth moving or grading operations requiring a grading permit (as noted in Section 8.21.020 of this chapter) shall be required to also have an approved erosion control plan. In addition, any grading, clearing, brushing and grubbing within one hundred (100) feet of environmentally sensitive areas, is prohibited from October 1st to May 31st except for the following:

a. The construction and maintenance of erosion control systems, which have been approved by the City Engineer.

2. Grading work is prohibited on any single grading site under permit between October 1st and May 31st unless an erosion control plan has been approved or waived by the City Engineer. Where necessary, temporary and/or permanent erosion control devices or methods, as approved by the City Engineer, shall be employed to control erosion and provide safety during this period.

3. The City Engineer may order restriction or cessation of land disturbance or development operations upon determination that the weather, soil, slope, or general site conditions may cause serious accelerated erosion or sediment damage either on-site or downstream from the site.

##### **B. Erosion Control Plans.**

1. Erosion control plans shall be submitted to the City Engineer for approval concurrent with the grading permit application and/or with grading plan submittal unless otherwise waived by the City Engineer. No grading permit shall be issued unless an erosion control plan has been submitted or waived by the

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City Engineer. The erosion control plan may be waived for grading on single residential lot projects, provided that an erosion control system, approved by the City Engineer, is installed, placed, planted or constructed before October 1st. An erosion control and/or sediment control plan is required for all projects if the City Engineer determines that erosion or sediment discharge adversely affects adjacent properties. The approved erosion control plan shall be updated if necessary by October 1st each year, for projects under a grading permit.

2. The erosion control plan shall include details of protective measures, including desiltation basins or other temporary drainage or control measures or both, as may be necessary to protect adjoining public or private property from damage by erosion, flooding, or mud and/or debris deposits which may originate from the site or result from the grading operations.

3. All slope planting, as required by the erosion control plans, which is to be completed after October 1st, will require jute matting or other acceptable turf matting or erosion control blankets prior to planting or hydroseeding.

C. Submittal and Processing Requirements.

1. All projects requiring a grading permit must have erosion control plans submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

2. The erosion control plans must be approved and erosion control devices installed and certified and inspected as being properly constructed by the engineer of record. Sediment control must be continuously maintained throughout the construction process. Updating of the plans will be required for phases of construction not covered by the previously approved plans.

3. Approval and processing of the erosion control plans requires payment of plan checking fees, inspection fees and the posting of securities as further noted in this section.

4. First submittal for erosion control plans shall include the plan checking fee, two blue-line copies of the plans and two copies of the bond estimate.

D. Information on Erosion Control Plans. Erosion control plan shall include but not be limited to, the following information:

1. A twenty-four (24) hour telephone number of the person responsible for performing emergency erosion control work;

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2. The stamp and signature of the civil engineer that prepared the erosion control plan;
3. The erosion control general notes (copies available for the public works department, land development division);
4. Identification of all desilting and erosion protection facilities necessary to protect adjacent property from sediment deposition;
5. Identification of the streets and drainage devices that will be completed and paved by October 1st;
6. Provision for the placement of gravel bags, slope planting or other measures to control erosion from all slopes above and adjacent to roads open to the public;
7. Provision for maintaining access to desilting facilities during wet weather;
8. A schedule for the construction and ongoing maintenance of all required erosion and sediment control facilities;
9. Identification of discharge points where concentrated runoff occurs.

E. Erosion Control Systems.

1. All sediment shall be contained on-site. Runoff from disturbed areas shall be detained or filtered by berms, swales, ditches, filter strips or other means as necessary to prevent the escape of sediment from the site. Sediment control devices shall be installed prior to or concurrent with the initial grading operations and shall be maintained throughout the development process.
2. Erosion shall be prevented at locations where runoff is concentrated. Where runoff will be discharged to natural ground or channels, appropriate energy dissipaters shall be installed to prevent erosion at the point of discharge.
3. All erosion control measures required to retain sediment on-site and to safely discharge any accelerated runoff generated by the project shall be installed during the initial construction phase of the project.
4. Desilting facilities shall be provided at drainage outlets from the graded site.

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5. Desilting basins shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow sediment of suspended particles.

6. Desilting basins shall be constructed around the perimeter of projects. Basins should be located where maintenance access is provided from paved roads during wet weather.

7. Desilting basins constructed from compacted earth shall be compacted to a relative compaction of ninety (90) percent of maximum density. A soil engineering report including the type of field-testing performed, location and results of testing, shall be submitted to the City Engineer for approval upon completing the desilting basin(s).

8. Equipment and workers, for emergency work, shall be available at all times. Necessary materials shall be available on-site and stockpiled at convenient locations to facilitate rapid construction of temporary erosion control devices if needed.

9. Unless otherwise approved by the City Engineer, erosion protection shall include effective planting of all slopes in excess of three feet in height. Slopes exceeding fifteen (15) feet in height may require an adequate sprinkler system, as determined by the City Engineer.

10. All slopes greater than five feet in height shall be permanently landscaped with the landscaping established prior to October 1st. If the permanent landscaping is not installed and sufficiently established prior to October 1st, the slope(s) shall be covered with protective materials and soil stabilizers approved by the City Engineer.

11. All disturbed slopes shall be planted and protected within forty-five (45) days of the completion of each stage of grading. Suitable measures to prevent slope erosion, including but not limited to, rapid growth vegetation sufficient to stabilize the soil, shall be installed on all disturbed areas until such time as the permanent vegetative cover sufficiently matures to provide permanent stability.

12. Erosion control provisions shall include and complement drainage patterns during the current and future phases of grading throughout the rainy season.

13. Graded areas around the project perimeter must drain away from the face of slopes at the conclusion of each working day.

F. Erosion Control Maintenance.

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1. Erosion control systems shall be serviced and maintained to provide continuous capacity and to adequately function as designed. After precipitation exceeding one-quarter inch in any twelve (12) hour period, or upon direction of the City Engineer, silt and debris shall be removed from check dams and desilting basins and the basins pumped dry and otherwise restored to the original design condition.

2. The performance of the erosion control system shall be evaluated by the City Engineer and revised and replaced as ordered.

3. The construction and maintenance of all erosion control systems shall conform to the approved erosion control plan unless otherwise approved by the City Engineer.

4. The contractor, permittee, or project owner shall be responsible for and take necessary precautions to prevent public trespass into areas where impounded water creates a hazardous condition. Necessary precautions may include, but not limited to, appropriate perimeter fencing, or a twenty-four (24) hour guard in order to prevent unauthorized persons from entering the basin(s).

5. Any sprinkler system, controlled by timers, used with an erosion control system, shall be inspected every thirty days to assure proper functioning of the timer device.

G. Erosion Control Design and Implementation.

1. If a project design includes grading or construction within one hundred (100) feet of any environmentally sensitive areas, additional erosion control measures may be required within all disturbed areas in order to minimize the impacts to the environment. These measures may require the approval of the City Engineer as well as approval and certification by the engineer of record for the project. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. The additional erosion control measures may include, but not limited to, installing protective materials and stabilizers, along banks and within waterways and over all disturbed areas. The additional erosion control measures may also include a full time (twenty-four (24) hour) on-site guard during storms and when the precipitation amount is expected to exceed one-half inch in any twenty-four (24) hour period. The precipitation forecast shall be as established by the National Weather Service.

2. All erosion control systems require approval by the City Engineer and approval and certification by the engineer of record. Such approved and certified systems shall be completed, inspected, and in place no later than October 1st. All erosion control systems shall remain in place at all times for all areas in which construction is not scheduled to commence within the next seven days. All erosion control systems shall remain in place until May 31st. The May

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31st date may be extended by the City Engineer upon determination that there is a substantial likelihood of significant precipitation after May 31. The City Engineer shall use information as provided by the National Weather Service to make such determination.

3. All removable protective devices shown shall be in place at the end of each working day when the five day rain probability forecast exceeds forty (40) percent. The forecast shall be as determined by the National Weather Service.

4. The faces of cut and fill slopes and the project site shall be prepared and maintained to control erosion. Slope protection may be waived by the City Engineer for cut slopes, which are not subject to erosion because of the erosion resistant character of the materials.

5. If construction of erosion control systems outside of the project boundaries are necessary, permission to construct such systems from the owner of such off-site property. Plans for the off-site systems shall be included with the on-site plans submitted to the City Engineer. The plans for the off-site erosion control systems shall include permission to grade and maintain the erosion control systems from all affected property owners and letters of clearance and/or permits from all appropriate governmental entities.

6. Paved streets, sidewalks, and other improvements shall be maintained in a neat and clean condition, free of loose soil, construction debris, and trash. Street sweeping or other equally effective means shall be used on a regular basis to control erosion, which has been deposited on streets or sidewalks. Watering shall not be used to clean streets except for the removal of fine material not otherwise removed by sweeping or other mechanical means.

7. The contractor, permittee, or property owner shall be responsible for inspection, modification, and proper maintenance of the erosion control devices as necessary. If the contractor, permittee, or property owner fails or refuses to properly maintain the erosion control devices, the City Engineer:

a. May cause emergency maintenance work to be done in order to protect potentially impacted property. The cost shall be deducted from the erosion control security posted for the project pursuant to subsection (H)(4) of this section and shall include all costs related to the emergency maintenance including initial mobilization and performance of the work in addition to applicable administrative costs.

b. Shall revoke the grading permit in writing. The permit shall not be renewed until an erosion control system approved by the City engineer is installed or necessary maintenance of an existing system is completed.

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8. If any grading subject to Section 8.21.020 of this chapter has commenced on private property without a valid grading permit, the property owner shall be required to obtain a valid permit before continuing and grading, and may be required to prepare and implement an erosion control plan, approved by the City Engineer. If the property owner fails to install an approved erosion control system, the City Engineer shall cause emergency work to be done to protect potentially impacted property and to protect environmentally sensitive areas. The procedures of subsections B, C and D of this section need not apply for emergency erosion control work between October 1st and May 31st. The cost of such emergency work shall be charged to the owner pursuant to the procedures set forth in subsection (H)(4) of this section.

H. Erosion Control Security.

1. Requirement for Security. Prior to approval of the grading permit, an erosion control plans for the project site shall be submitted to and approved by the City Engineer and securities meeting the requirements contained herein shall be posted with the City. The security shall guarantee the following:

- a. Compliance with all provisions of this section and all other applicable ordinances;
- b. Compliance with any and all terms and conditions of the permittee's approved erosion control plan;
- c. Completion of the erosion control system, to the satisfaction of the City Engineer, and in accordance with the approved erosion control plan;
- d. Completion of all emergency and routine maintenance and repair of the erosion control system(s) to insure the continuous integrity of the system(s) to the satisfaction of the City Engineer and as may otherwise be required by this section;
- e. Restoration and repair of public streets or other property adversely impacted by erosion from permittee's project.

2. Amount and Form of Security. The amount of the security shall be equal to one hundred (100) percent of the total estimated cost of the erosion control system(s). The permittee's estimate of such cost shall be based on the established unit costs available from the City and shall be subject to the review and approval of the City Engineer. At least twenty-five (25) percent of the required security shall be in cash and shall be deposited with the City Engineer. The remainder of the erosion control security shall be subject to the approval of the City Engineer and city attorney, and consist of one or more of the following:

- a. Cash deposit;

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- b. A bond;
  - c. A certificate of deposit;
  - d. A letter of credit, in City format, from one or more local financial institution(s) subject to regulation by the state or federal government.
3. Failure to Provide Security. If a permittee fails to provide the security required by this section prior to October 1st each year, the City Engineer may revoke the permittee's grading permit without prior notice to the permittee. Any such revocation shall be in writing.
4. Use of Cash Deposit. The City Engineer may cause certain erosion control work to be done under any of the following circumstances:
- a. Failure of the permittee to commence emergency repair or maintenance work within twelve (12) hours of receipt of a written demand therefor from the City Engineer, or within twelve (12) hours of the City Engineer's attempt to communicate such demand via the telephone number listed on the approved plans or as provided by the permittee.
  - b. Failure of the permittee to commence other repair or maintenance work within seventy-two (72) hours of receipt of a written demand therefore from the City Engineer.
  - c. Failure of the permittee to diligently pursue completion of any required repair or maintenance work or to complete such work within a reasonable time period established by the City Engineer.
  - d. Failure of the permittee to complete installation of a erosion control system prior to October 1st.
  - e. Failure of the permittee, after notice from the City Engineer, to clean or repair public streets or other public property, where debris, damage or erosion resulted from the permittee project.

The permittee shall be liable to the City for the cost of any repair work that was necessary as a result of and in accordance with the provisions of this section. The City Engineer may withdraw from the permittee's cash deposit for erosion control security, any funds necessary to pay for such work. The City Engineer shall notify the permittee of any withdrawal from the permittee's cash deposit. If the cost for such work exceeds the balance of the permittee's funds on deposit, the City Engineer shall cause an invoice to be sent to the permittee demanding payment of the amount by which the cost of the work exceeds the permittee's deposit. The permittee shall, within ten (10) days of receipt of such invoice, deposit with the City Engineer, that amount of cash necessary to bring the

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permittee's deposit up to its original balance. If the permittee fails to pay such amount in full within thirty (30) days from the date of the invoice, the permittee's grading permit shall be automatically revoked. Renewal of the grading permit shall not be completed until the invoice is paid in full. No final grading inspection shall be completed until the permittee has fully satisfied all monetary obligations to the City imposed pursuant to the provisions of this section. Additionally, no further construction permits, including but not limited to, building permits or occupancy permits, shall be issued until such monetary obligations are fully satisfied.

5. Release of Security. On June 1st of each year, or upon the end of the actual rainy season (as determined by the City Engineer) whichever occurs later in time, the City Engineer may release any erosion control security posted or deposited pursuant to this section, upon receipt of a written request for such release by the permittee.

The City Engineer shall be responsible for determining the end of the rainy season if it occurs after May 31st of any given year. The determination shall be based upon available meteorological information.

The City Engineer shall not release a permittee's security if the permittee has an outstanding monetary obligation to the City incurred pursuant to the provisions of subsection (H)(4) of this section or if cleanup or repair of public streets or other public property for which the permittee is responsible, has not been completed to the satisfaction of the City Engineer.

Any unused portion of the permittee's erosion control security may also remain on deposit with the City throughout the grading of the project and not be released until completion of the landscaping improvements for the project if it is determined by the City Engineer that due to the nature, configuration, or location of the project, it is in the best interest of the City to retain said erosion control security until to projects completion.

#### **8.21.170 National Pollutant Discharge Elimination System (NPDES).**

A. General Requirements. On September 2, 2009, the State Water Resources Control Board (SWRCB) approved waste discharge requirements associated with construction activity. The regulations affect all construction sites that disturb an area of one acre or more.

As a condition of the Santa Ana Regional Water Quality Control Board, a National Pollutant Discharge Elimination System permit will be required for all sites that disturb an area of one acre or more. Prior to issuance of a grading permit, each applicant shall provide an NPDES permit number (WDID#) to the City Engineer.

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A complete NPDES permit for storm water runoff associated with construction activity application and general requirements may be obtained from the State Water Quality Control Board .

In general, the permit requires the following information to be filed with the California State Water Resource Control Board (SWRCB):

1. A notice of intention (NOI). The NOI application is in the construction permit package;
2. Risk Assessment.
3. Site Map.
4. A stormwater pollution prevention plan (SWPPP). Conditions are outlined in the construction permit package;
5. Annual Fee.
6. Signed Certification Statement.

It is the permittee's responsibility to obtain the application package, complete the information and reports as noted above, and maintain the site throughout the duration of the project as required by the permit. All of the information noted above shall be maintained on-site during construction and shall be presented upon demand by State Water Resource Control Board inspectors, the City of Moreno Valley inspectors or any member of the public.

#### **8.21.180 Grading inspection.**

##### **A. Grading Inspection.**

1. Site Inspection by the City Engineer. Prior to any grading, brushing, or clearing, there shall be a pre-grading meeting held on the site unless waived by the City Engineer. Prior to placing concrete for curb and gutter, sidewalk, pavement base material or other similar improvement in the public right-of-way, there shall be a pre-paving meeting held on the site unless waived by the City Engineer. The permittee, or agent for the permittee, shall notify the City Engineer and request the meeting(s) at least two working days prior to the meeting(s) and shall also be responsible for notifying all principals responsible for grading or paving operations.

It shall be the responsibility of the person doing the work authorized by a permit, to notice the City Engineer at least two working days prior to the work being ready for the following inspections:

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- a. Excavation and Fill Inspection.
  - i. Canyon Clean Out. After all brush and unsuitable material has been removed and an acceptable base has been exposed, but before any fill has been placed;
  - ii. Toe Bench and Key. After the natural ground or bedrock has been exposed and prepared to receive fill, but before fill is placed;
  - iii. Over Excavation. After the area has been excavated but before fill is placed;
  - iv. Excavation. After the excavation has started, but before the vertical depth of the excavation exceeds ten (10) feet, and every ten (10) foot interval thereafter;
  - v. Fill. After the fill has started, but before the vertical height of the fill exceeds ten (10) feet and every ten (10) foot interval thereafter.
2. Concrete or Gunitite Drainage Device Inspection.
  - a. Alley Gutter or Concrete Drainage Device. After the sub-grade is prepared and any reinforcement placed but prior to concrete placement and then again after concrete placement;
  - b. Terrace Drains, Down Drains, Brow Ditches. After grade has been established but before placement of welded wire mesh or reinforcement and then again after placement of concrete or gunitite.
3. Other Drainage Devices.
  - a. Subdrains. After excavation but prior to placement of filter materials and pipe. The subdrain pipe and filter material shall be on site for inspection. Inspection shall also occur after placement of pipe and filter material but before backfill;
  - b. City Storm Drains and Inlets. After installation of form-work and placement of reinforcement but before concrete placement and then again after placement of concrete and removal of form-work but prior to backfilling. Inspection shall also occur after backfilling and completion of storm drain;
  - c. Earth Swales. Prior to rough grading approval and then again prior to final grading approval.
4. Rough Grade Inspection.

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a. When all rough grading has been completed. Inspection may be called for at the completion of rough grading after the City Engineer has received, reviewed and approved the required geotechnical certification(s) and/or compaction reports and the civil engineer has submitted approval of line and grade on City approved format. Under normal circumstances, all subdrains and slope drains, if required, shall be in place and approved as a condition of rough grading approval.

5. Paving Inspection (In Public Right-of-Way).

a. Subgrade. After subgrade has been established, tested, and approved by the soil engineer, or his qualified representative, the soil engineer may leave a field memo of compaction test results on site. The civil engineer shall provide approval of line and grade;

b. Base. After base course has been placed, tested, and approved by the soil engineer or his qualified representative, but prior to prime coat and asphalt placement, the soil engineer may leave a field memo of compaction test results on site. Material invoices or weight tickets shall be required;

c. Asphalt Concrete. During asphalt placement to verify compliance with plans and specifications. Material invoices or weight tickets shall be required. Prior to application of seal coat, the paved surface shall be water tested to reveal any irregularities and shall be patched where required.

6. Final Inspection.

a. When all work, including installation of all drainage structures and other protective devices has been completed and all written professional approvals and the required reports have been submitted.

7. Siltation Control Facilities (October 1st to May 31st).

a. After excavation of desilting basins but prior to fill placement. Pre-fabricated drainage devices are to be available on site for inspection;

b. After fill placement of desiltation basins but prior to placement of concrete or other non-erosive materials (if applicable);

c. After completion of an erosion control system in accordance with an approved erosion control plan and the requirement of the City Engineer.

B. Notification of Non-Compliance. If, in the course of fulfilling their responsibility under this chapter, the civil engineer, the soil engineer, the engineering geologist, or the testing agency finds that the work is not begun or completed in accordance with the approved plans, specifications,

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recommendations or requirements of this chapter, the discrepancies shall immediately be reported in writing to the grading contractor, the owner and the City Engineer. Recommendations for corrective measures shall be submitted to the City Engineer for approval and shall be incorporated on to the approved plans upon approval by the City Engineer.

C. Special Inspections. The City Engineer may establish special inspection requirements in accordance with the 2010 edition of the California Building Code, amended, for special cases involving grading or paving related operations. Special cases may apply to work where, in the opinion of the City Engineer, it is necessary to supplement the resources or expertise available for inspection.

D. General. It shall be the responsibility of the civil engineer that prepared the grading plans to incorporate the applicable recommendations for the soil engineering and engineering geology reports into the grading plan. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements, and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor, and the City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, unless waived by the City Engineer, and upon completion of the work, the submission of as-built grading plans incorporating all changes and/or additional made during construction.

Soil engineering and engineering geology reports shall be required as specified in Section 8.21.190(A). During grading, all necessary reports, compaction data, soil engineering and engineering geology recommendations shall be submitted for distribution as required.

The soil engineer's area of responsibility shall include, but not limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finished slopes, design of buttress fills where required, and incorporating data supplied by the engineering geologist.

The engineering geologist's area of responsibility shall include, but not limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the needs for subdrains or other ground water drainage devices. The engineering geologist shall report all findings to the soil engineer for engineering analysis.

The City Engineer shall inspect the project at various stages of work requiring approval, and at any more frequent intervals necessary to determine that adequate inspection and testing are being completed by the professional consultants and to insure conformance with the approved plans and specifications.

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When preliminary soil engineering reports are not required by the City Engineer, inspection and testing may be required by an approved testing agency. The testing agency's responsibility shall include, but not limited to, approval of cleared areas and benches to receive fill, and the compaction of fills.

E. Transfer of Responsibility for Approval. If the civil engineer, the soil engineer, the engineering geologist, the testing agency or the grading contractor of record are changed during the course of the work, the work may be stopped until:

1. The owner submits a letter of notification to the City Engineer verifying the change of the responsible professional; and
2. The new responsible professional submits in writing that he has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that he concurs with the findings, conclusions, and recommendations, and is satisfied with the work performed. He must also state that he assumes all responsibility within his purview as of the specified date.

All exceptions to the noted requirements must be justified to the satisfaction of the City Engineer.

Where clearly indicated that the firm, not the individual engineer and/or geologist, is the contracting party, the designated engineer and/or geologist may be reassigned and another engineer and/or geologist within the firm may assume responsibility without the requirement for written notification to the City Engineer.

F. Other Inspections by the City Engineer.

1. Prior to the approval of any building or grading plans and specifications, the City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.
2. The permittee or agent for the permittee shall notify the City Engineer when the grading operations specified are ready for inspection.
3. If the inspector finds the soil or other conditions not as shown on the approved plans or stated in the geotechnical reports or as noted within any additional information which was required for issuance of the grading permit, he may issue a stop work order until approval is obtained for a revised grading plan or modification to any applicable reports which will conform to the actual site conditions.
4. The provisions of Section 115, Stop Orders, of the 2010 California Building Code (CBC) shall apply to all grading work, whenever the City Engineer

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determines that any work does not comply with the terms of the permit, or this chapter, or that the soil or other conditions are not as stated on the permit, he may order the work stopped by notice in writing served on any person(s) engaged in doing or causing of such work to be done, and any such person(s) shall immediately stop such work until authorized by the City Engineer to proceed with the work.

5. Prior to issuance of building permits for a graded site, the rough grading shall be completed in accordance with the approved plans and specification, and this chapter, and to the satisfaction of the civil engineer, or architect, engineering geologist, soil engineer, and City Engineer.

6. Whenever any work on which inspection are required, is covered or concealed by additional work without first being inspected, the City Engineer may require, by written notice, that such work be exposed for examination. Any cost for exposing and recovering such noninspected work shall not entail or be subject to expense by the City.

#### **8.21.190 Completion of work.**

A. Final Reports. Upon completion of the rough grading work and at the final completion of the work under a grading permit, but prior to the release of grading security or issuance of a certificate of occupancy, the City Engineer will require:

1. An as-built grading plan prepared by the civil engineer which shall include original ground surface elevations, as-graded ground surface elevations, slope inclinations, elevations and locations of all surface and sub-surface drainage facilities location with scaled sections of all buttress/stabilization fill, and location and depth of all areas of unsuitable soil.

2. A written approval by the civil engineer approving the grading as being in conformance with the approved grading plan and which specifically approves the following items as appropriate to the project or stage of grading:

a. Construction of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

b. Staking of property corners for proper building locations (rough grading);

c. Setting of all monuments in accordance with the recorded tract map (rough or final grading);

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- d. Locations of permanent walls or structures on property corners or property lines where monumentation is not required (final grading);
- e. Location and inclination of all manufactured slopes (rough and final grading);
- f. Construction of earthen berms and positive building pad drainage (rough and final grading).

3. A soil engineering report (compaction report) prepared by the soil engineer, including type of field testing performed, stability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the soil engineering investigation report. Each field density test shall be identified, located on a plan or map, the elevation of the test and finish grade elevation shown, and the method of obtaining the in-place density described; either ASTM 1556-78 or the approved equal shall be so noted. The soil engineer shall provide written approval as to the adequacy of the site for the intended use, as effected by soil engineering factors and a statement of compliance to finish grade.

4. A geologic report prepared by the engineering geologist, including a final description of the geology of the site including any new information disclosed during the grading, and the effect of the same on recommendations incorporated in the approved grading plan. He shall provide written approval as to the adequacy of the site for the intended use as effected by geologic factors, a statement of compliance to finish grade, and when required by the City Engineer, shall submit an as-built geologic map.

5. A statement of compliance prepared by the grading contractor that the work was completed in accordance with the approved plans may be required by the City Engineer in certain cases.

B. Notification of Completion. The permittee or agent for the permittee shall notify the City Engineer when the grading operation is ready for inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion control measures, have been completed in accordance with the approved grading plan and the required reports and statements of compliance have been submitted and approved

#### **8.21.200 Penalty for violation.**

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof in

Ordinance No. XXX  
Date Adopted:

a court of law, shall be punishable by fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than six months, or by both. Each such person, firm or corporation shall be deemed guilty of a separate offence for every day during any portion of which any violations of any provisions of the chapter, including any physical condition created in violation of this chapter, is permitted, continued, or committed by such person, firm or corporation, and shall be punishable therefor as provided for in this chapter. Any lot, street, alley, road, driveway which is constructed contrary to the provisions of this chapter shall constitute a public nuisance.

**SECTION 3 SEVERABILITY:**

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the meaning portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsection, subdivision, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

**SECTION 4 EFFECT OF REENACTMENT:**

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

**SECTION 5 NOTICE OF ADOPTION:**

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

**SECTION 6 EFFECTIVE DATE:**

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

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

Ordinance No. XXX  
Date Adopted:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Ordinance No. XXX  
Date Adopted:

**ORDINANCE 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 Ordinance No. \_\_\_\_\_ had its first reading on \_\_\_\_\_, \_\_\_\_\_ and had its second reading on \_\_\_\_\_, \_\_\_\_\_, and 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)

Ordinance No. XXX  
Date Adopted:



APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>SMB</i>
CITY MANAGER	<i>WMB</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** Second Amendment of Independent Contractor Agreement for Plan Check Services – Melad & Associates

---

### RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Second Amendment of Independent Contractor Agreement with Melad & Associates for Plan Check Services;
2. Authorize the Mayor to execute the Amendment;
3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;
4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Melad & Associates to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

### BACKGROUND

The City executed a contract for service in July 2007 with Melad & Associates for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year

contracting period. This would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

### **DISCUSSION**

Melad & Associates provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

### **ALTERNATIVES**

1. Approve the Second Amendment of Independent Contractor Agreement
2. Elect not to approve the Second Amendment Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

### **FISCAL IMPACT**

The approved budget for Fiscal Year 2011/12 includes \$40,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - \$40,000

### **CITY COUNCIL GOALS**

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

### **SUMMARY**

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

### **NOTIFICATION**

Not Applicable

**ATTACHMENTS/EXHIBITS**

Attachment A      Second Amendment of Independent Contractor Agreement

Prepared By:  
 Anne Schneider, PE  
 Building & Safety Division Manager/Building Official

Department Head Approval:  
 Barry Foster  
 Community & Economic Development Director

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

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## **SECOND AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT**

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Melad and Associates, hereinafter referred to as the "Contractor".

### **RECITALS:**

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT"; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on October 28, 2010, the Mayor signed to execute an Amendment and Restatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

### **SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

### **SECTION 2**

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF MORENO VALLEY

By: \_\_\_\_\_

Richard A. Stewart

Title: \_\_\_\_\_

Mayor

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

CONTRACTOR

Melad and Associates

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_

City Attorney

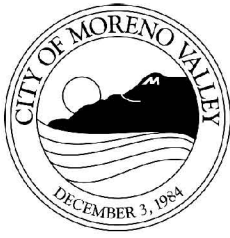
Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

Barry Foster  
Community & Economic  
Development Director

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



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** Third Amendment of Independent Contractor Agreement for Plan Check Services - Willdan

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### **RECOMMENDED ACTION**

Staff recommends that the City Council take the following actions:

1. Approve the Third Amendment of Independent Contractor Agreement with Willdan for Plan Check Services;
2. Authorize the Mayor to execute the Amendment;
3. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;
4. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to Willdan to cover the estimated costs for providing services for the Building & Safety Division for FY2011/2012.

### **BACKGROUND**

The City executed a contract for service in July 2007 with Willdan for Plan Check to be provided for the Building & Safety Division. The term of the contract was for three years, with provisions for two one-year extensions. The initial contract was effective July 2007 through June 30, 2010. The executed contract allows for the extension of the contract twice for one year each beyond the initial three year contracting period. This

would be the second extension to the contract for a one year period to end concurrent with the fiscal year ending June 30, 2012.

### **DISCUSSION**

Willdan provides as needed plan check service to the Building & Safety Division. All costs are fully recovered from fees paid by applicants. The extension of the contract at the reduced rate will help to control costs experienced by the Division for the provision of these services.

### **ALTERNATIVES**

1. Approve the Third Amendment of Independent Contractor Agreement.
2. Elect not to approve the Third Amendment of Independent Contractor Agreement which would leave the Division without a vendor for Plan Check Services and the need to undertake another process to procure services.

### **FISCAL IMPACT**

The approved budget for Fiscal Year 2011/12 includes \$120,000 for contract services. All services provided under this agreement are fully recovered from applicants.

CEDD – Building Division: Other Contractual Svcs: 011.45410.6291.293 - \$120,000

### **CITY COUNCIL GOALS**

The Building & Safety Division is integral to the City Councils' Public Safety Goal as described "Public Safety - Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley."

### **SUMMARY**

The City has utilized outside vendors for Plan Check and Inspection Independent Contractor Services to effectively meet the variable work load currently experienced. By continuing the agreement for as needed services, the Division is better able to control costs and provide prompt professional service to customers.

### **NOTIFICATION**

Not Applicable

**ATTACHMENTS/EXHIBITS**

Attachment A      Third Amendment of Independent Contractor Agreement

Prepared By:  
Anne Schneider, PE  
Building & Safety Division Manager/Building Official

Department Head Approval:  
Barry Foster  
Community & Economic Development Director

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

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### **THIRD AMENDMENT OF INDEPENDENT CONTRACTOR AGREEMENT**

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Willdan, hereinafter referred to as the "Contractor".

#### **RECITALS:**

Whereas, the City and Contractor entered into an Agreement entitled "INDEPENDENT CONTRACTOR AGREEMENT"; herein referred to as "Agreement" dated July 1, 2007;

Whereas, on August 31, 2010, the Mayor signed to execute Second Amendment and Reinstatement of the Agreement extending the term to June 30, 2011;

Whereas, the Contractor is providing services as more specifically described in Agreement.

#### **SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:**

1.1 "Page 2, Item C.: The Agreement term is hereby amended as a One (1) Year Extension of Agreement from July 1, 2011 through June 30, 2012.

#### **SECTION 2**

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
Richard A. Stewart  
Title Mayor  
Date: \_\_\_\_\_

CONTRACTOR

Willdan  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

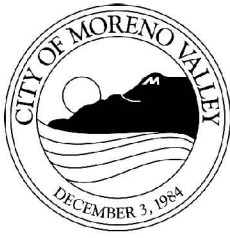
APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Barry Foster  
Community & Economic  
Development Director  
Date: \_\_\_\_\_





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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** APPROVAL OF AN AGREEMENT WITH DATATICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES; AUTHORIZE THE CITY MANAGER TO APPROVE ANNUAL PURCHASE ORDERS THROUGH THE TERM OF THE AGREEMENT; AND AUTHORIZE THE PURCHASING & FACILITIES MANNAGER TO ISSUE ANNUAL PURCHASE ORDERS.

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### RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Approve the Agreement with DataTicket, Inc. for Parking Control Program Services for the City of Moreno Valley;
2. Authorize the City Manager to approve the annual purchase orders through the term of the Agreement at the budget amount approved by the City Council during the annual budget process;
3. Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue the purchase order to DataTicket, Inc. to cover the estimated costs for ticket processing, ticket printing, and other miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the Agreement.

### BACKGROUND

The Code and Neighborhood Services Division administers the City's Parking Enforcement Program. Since 2001, the City has utilized private vendors/contractors for parking ticket processing, ticket printing and miscellaneous services related to the

Parking Control Program. The current Agreement with DataTicket, Incorporated expires June 30, 2011. As part of the City's efforts to reduce expenditures, DataTicket, Inc. has agreed to reduce their monthly invoice charges by 10%. As a result, it is recommended that the City award a new three year Agreement for these services at the reduced rate. Funding for Parking Control Program Services is provided in the Fiscal Year 2011-12 Adopted Budget.

## **DISCUSSION**

Data Ticket, Inc. provides parking citation processing services to cities and other public agencies that require nationwide DMV access for registered owner information, delinquent collections, adjudication scheduling and services, electronic ticket writers and Franchise Tax Board collections for parking citations (see Attachment A for a full range of services provided).

The services provided by Data Ticket are budgeted annually as general fund expenditures. Annual revenues generated by the City's parking program far exceed expenditures necessary to implement those programs. The following tables illustrate the amount paid by the City to the processing firm for services rendered in each of the last five years, as well as the revenues received by the City for parking citations.

### **PARKING ENFORCEMENT PROGRAM**

	<u>FY 05/06</u>	<u>FY 06/07</u>	<u>FY 07/08</u>	<u>FY 08/09</u>	<u>FY 09/10</u>	<u>FY 10/11</u>
Expenditures	\$111,528	\$108,502	\$216,904	\$166,914	\$127,603	\$157,000 est
Revenues	\$755,556	\$977,533	\$1,300,405	\$1,094,064	\$1,010,488	\$1,100,000 est

## **ALTERNATIVES**

1. Approve the three (3) year Agreement with DataTicket, Inc. for Parking Control Program Services including;

Authorize the City Manager to approve the annual purchase orders through the term of the three (3) year Agreement at the budget amount approved by the City Council;

Upon approval of the annual purchase order by the City Manager, authorize the Purchasing & Facilities Division Manager to issue annual purchase orders to DataTicket, Inc. to cover the miscellaneous costs associated with the Parking Control Program for FY 2011/2012 and future years under the three (3) year Agreement.

2. Elect to not award the Agreement and purchase order to DataTicket, Inc. and provide staff with further direction.

**FISCAL IMPACT**

Approval of staff recommendations will obligate the City to a Fiscal Year 2011/2012 expenditure of \$165,000.

- \$165,000 in the Parking Control Services Fund (account 010.45310.6257)
- \$13,200 in the Printing Supplies Fund (account 010.45310.6313).

These funds have been included in the Adopted Budget for Fiscal Year 2011/2012.

**CITY COUNCIL GOALS**

The Parking Control Program addresses the City Council goals of “Revenue Diversification and Preservation, Community Image, Neighborhood Pride and Cleanliness.”

**SUMMARY**

The City has utilized outside vendors for parking ticket processing since 2001. During this time, the City has been under contract with vendors to provide the aforementioned services under an annual purchasing agreement.

Staff recommends that the City Council approve the three year Agreement with DataTicket, Inc.; authorize the City Manager to approve the annual purchase orders; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to DataTicket Inc. in the amount of \$165,000 to cover estimated costs during Fiscal Year 2010/2011.

**ATTACHMENTS**

Attachment A - Agreement with DataTicket, Inc. for parking services

Prepared By:  
 Al Brady  
 Code and Neighborhood Services Official

Department Head Approval:  
 Barry Foster  
 Community & Economic Development Director

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

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**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND DATATICKET, INC. FOR  
PARKING CONTROL PROGRAM SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and DATATICKET, INC., hereinafter referred to as the "Contractor".

WITNESSETH AS FOLLOWS:

1. RECITALS:

- A) The City requires Contractor to provide parking control program services; including but not limited to processing of parking tickets, penalties, collections, and appeals; and
- B) The City does not have available employees to perform such services; and
- C) The Contractor is ready, willing, and able to supply such services; and
- C) The Contractor has personnel with sufficient training and expertise to provide such services; now, therefore,
- E) The prior Agreement dated September 11, 2006 and all amendments thereto, is terminated and superseded by this Agreement, effective July 1, 2011.

The parties agree as follows:

2. SCOPE OF SERVICES TO BE RENDERED: Under the direction of the City Manager, or other designee, the Contractor shall provide said services as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. TERMS OF AGREEMENT:

- A) Contract Term: The term of this Agreement shall be three (3) years from July 1, 2011, with a termination date of June 30, 2014.
- B) Amendment: City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.
- C) Termination or Cancellation: Upon a material breach or upon sixty (60) days written notice to the Contractor, the City may cancel or terminate this

Agreement. The Contractor shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the City.

Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the City terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work.

- D) Exclusivity: City agrees to utilize only the services of the Contractor during the term of the Agreement for the processing of the citations referred to above. City agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the Contractor for the performance of the services provided by the Contractor under this Agreement.

#### 4. GENERAL PROVISIONS:

- A) Compensation: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the fee schedule in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.
- B) Prevailing Wages: Contractor shall pay prevailing wages as required by the labor laws of the State of California and applicable Federal laws.
- C) Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- D) Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- E) Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying

prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

- F) Legal Considerations. The Contractor shall comply with applicable Federal, State, and local laws in the performance of this Agreement.
- G) City Cooperation: In the event any claim or action is brought against Contractor relating to Contractor's performance or services rendered under this Agreement, Contractor shall notify the City, in writing, within ten (10) days, of said claim or action.
- H) Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- I) City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and it's 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 Contractor, its officers, agent, employees, or subcontractors.
- J) Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:
- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the

Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury           \$1,000,000 per occurrence/ \$2,000,000 aggregate  
Property Damage   \$500,000 per occurrence/ \$500,000 aggregate

- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Worker’s Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor 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 Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the City provided form “Exception to Worker’s Compensation Coverage” is signed, notarized and attached to this Agreement
- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/RDA premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and



coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- K) Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.
- L) Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- M) Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for five (5) years following completion of the services under the Agreement.
- N) Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of Federal, State, or local law.
- O) Conflict of Interest. During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which

conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.

P) Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

Q) Licenses. The Contractor is required to have in full force and effect all business and/or contractor's licenses and permits required by applicable laws to perform general nuisance abatement services within the City. A State contractor's license, if applicable, shall be current and without any record of disciplinary actions.

5. NOTICES: All notices and communications under this Agreement shall be made to the following:

Revenue Experts, Inc.  
4600 Campus Drive, Suite 203  
Newport Beach, CA 92660  
Attention: A. William Flemming

City of Moreno Valley  
Code & Neighborhood Services Division  
Attention: Code & Neighborhood Services Official  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

6. AUTHORITY TO EXECUTE

A) Contractor acknowledges that the person executing this agreement has been duly authorized by Contractor to do so on behalf of Contractor.

**SIGNATURE PAGE TO FOLLOW**

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

CITY OF MORENO VALLEY

CONTRACTOR

By: \_\_\_\_\_  
Richard A. Stewart  
Title Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Robert L. Hansen  
City Attorney  
Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Barry Foster  
Community & Economic  
Development Director  
Date: \_\_\_\_\_

Attachments: Exhibit "A" Scope of Services to be Rendered  
Exhibit "B" Fee Schedule

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND DATATICKET, INC. FOR  
PARKING CONTROL PROGRAM SERVICES**

**EXHIBIT A**

**Scope of Services to be Rendered:** Contractor shall furnish personnel, materials and supplies in connection with processing of citations for illegal parking pursuant to the laws of the State of California.

1. CITATION PROCESSING

- A) Referral and Reconciliation: Contractor shall receive and process citations from City. Contractor will provide a reconciliation of the number of citations received from Contractor.
- B) Determination of Processable Citations: Contractor shall screen the parking citations referred to it by City to determine if the citation is processable. If the citation is determined by Contractor to be unprocessable (e.g., essential processing information is missing), Contractor shall return the citation to city for clarification. Contractor will be paid the contractual rate hereinafter provided, for citations properly returned to City as unprocessable.
- C) Collection and Deposit of Funds: A direct deposit system shall be employed for all funds received in payment of citations. The City shall have the choice of owning a bank account with the Contractor or directing the Contractor to deposit directly into a City account. In either case, deposits shall be made directly into the account by the Contractor for the collecting City, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the Contractor. Credit card payments will be directly deposited into an account held by Contractor. Credit card payments are reconciled and remitted on a monthly basis to the city, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.
- D) Payment: If the Contractor deposits into a City account, the Contractor will invoice the City for services rendered. Payment in full shall be due within thirty (30) days after which interest shall be accrued at the rate of 15% (or lower if nay statutes, rules or regulations prohibit this rate). If the Contractor deposits into an account held jointly between City and the Contractor, the Contactor shall reconcile the account the month following the banking activity, disperse all revenue due to the City, the Contractor, any tax liability and all refunds and send all supporting documentation to the City for its records.

- E) Identification of Registered Vehicle Owners: Contractor shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued. Contractor shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code nation-wide, when identifying registered vehicle owners.
- F) Verification of Ownership: Contractor shall take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.
- G) Delinquency Notices: In accordance with State law, Contractor will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to, the following:
- a) The parking citation issuance date and number
  - b) The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for their arrest;
  - c) The amount of fines and fees due and payable;
  - d) Affidavit of Non-Ownership
- H) Registration Holds: The Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by State and Local law.
- I) Removal of Registration Holds: Contractor will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation fines, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of Contractor.
- J) Contested Citations: In the event a registered vehicle owner disputes the liability for the outstanding parking citation, Contractor will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the State of citation issue. All contested citations will be forwarded to the appeals

administration or City within the prescribed time period so that the matter can be adjudicated.

- K) Appeals: If requested by City, the Contractor will schedule and conduct appeals in accordance with State law, to respond to parking violators wishing to contest their citation and offers the option to perform and administer those reviews and hearings. The Contractor will provide a toll-free number of contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to court as required. The Contractor shall not be responsible for the City's failure to provide correct or timely infraction information. The City shall be responsible to refund all court filing fees due, if appeals are sent to court and earlier decisions are overturned by the court.
- L) Citations Disposed of by Hearing/Court: The Contractor may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. Contractor shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. Contractor will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/court action. Parking citations that are dismissed as a result of hearing/court action will have the dismissal processed by the Contractor promptly after receipt from the hearing/court.
- M) Suspension of Processing: Contractor will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the City. Contractor will promptly return any citation or facsimile properly requested by the City. Contractor will maintain records indicating any suspension of citation as a result of City's request. Contractor shall be paid the contractual rate hereinafter provided for processing the citations suspended by the City.
- N) Payments by U.S. Mail: The postmark date will be the criteria to establish any delinquent fees due.
- O) Parking Citation System Master File Update: Contractor will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations dismissals and any other pertinent data.

## 2. PAYMENT PROCESSING

- A) Disposition Processing: Contractor will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.
- B) Payments Processing: Contractor shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:
- a) “Regular Payments” are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).
  - b) “Partial Payments” are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.
  - c) “Court/Hearing Requests” are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.
- C) Miscellaneous Letters Processing: Contractor will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by Contractor for proper follow-up either by City or by Contractor.
- D) Batching Procedures: Contractor shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.
- E) Cash Payments: Contractor shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principals.
- F) Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate allowing one (1)

copy for the bank and one (1) copy for the Contractor. If the bank account is held jointly, the Contractor shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for City review. If only the City's designated bank account is sued, Contractor will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and City will be responsible for reconcile their bank account and cut all checks including any refund checks. If the City holds the account individually, it will supply deposit slips and endorsement stamp to Contractor.

- G) Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the City's responsible for any taxes on collected funds.

### 3. WEBSITE

- A) Citation Management Website: The Contractor offers a website for City review of its database, including all citations and information relating to changes in status.
- B) Citizen Website Access: When the City has website access, the citizens who receive citations will be able to access the website to review their individual citations, pay on-line and appeal on-line.
- C) Website Interaction: The website may be "view only" or "interactive," for the City depending on requirements of the City.
- D) Website Reports: Website reports are available to the City on a daily 24/7 schedule.
- E) Website Cost: Two (2) user ID's and passwords will be assigned to the City at no cost. Additional user ID's and passwords may be assigned in groups of six (6).

### 4. GENERAL

- A) Public Inquiries: The Contractor will respond to reasonable inquiry by telephone or letter of a non-judicial nature. Inquiries of a judicial nature will be referred to the City for determination, unless the Contractor has been designated to handle appeals.
- B) Contractor Limitations: Contractor will not take legal action or threaten legal action in any specific case without City's prior approval.



- C) Use of Approved Forms: City shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the Contractor. These must conform to State and Local law.
- D) Books and Records: Contractor will maintain adequate books or records for parking citations issued within the City's jurisdiction and referred to Contractor for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by City at the Contractor's location at reasonable times upon adequate prior notice to Contractor.
- E) Ownership: All reports, information and data, including but not limited to computer tapes, discs, or files furnished or prepared by the Contractor or its subcontractors, (collectively the "Materials"), are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media contain same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of Contractor, and the City shall acquire no right or title to said Systems.
- F) Property of City: All documents, records, discs, files and tapes supplied by City to Contractor in performance of this contract are agreed to be and shall remain the sole property of City. Contractor agrees to return same promptly to City no later than sixty (60) days following notice to the Contractor. The City shall make arrangements with Contractor for the transmission of such data to the City upon payment to Contractor of any open invoices and the cost of copy and delivery of such information from Contractor's computer facilities to City's designated point of delivery.
- G) Confidentiality: In order to enable Contractor to carry out its work hereunder, to some extent it will have to impart to the City's employees information contained in the Materials and Systems (collectively the "Confidential data"). City acknowledges that information contained in the data expressly designated by Contractor as "Confidential" or "Proprietary" will not be disclosed by City except as may be required by law. Contractor acknowledges that City is a public agency subject to the California Public Records Act. City agrees that, prior to disclosure of any documents containing such specifically designated information by Contractor pursuant to a Public Records Act disclosure request, it will notify Contractor of such request and give Contractor an opportunity to take whatever actions Contractor deems necessary before disclosing such documents in compliance with the provisions of the Public Records Act. In any event, City shall bear no liability to Contractor for the disclosure of such documents.

- H) Consent for Disclosure: No report, information, data, files or tapes furnished or prepared by Contractor or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of City other than individuals or organization who are reasonable necessary to properly effectuate the terms and conditions of this Agreement. This non-disclosure obligation shall survive the termination of this Agreement.
- I) Contractor Files: Contractor shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.
- J) Storage for City:
  - a) Contractor agrees to store original citations for the current year plus two (2) years, at which time they will be returned to City or shredded. Contractor will have such information available on system, CD or diskette for City's review for a reasonable time period to permit City retrieval of such information. City relieves Contractor of all liability costs associated with data released by City to any other person or entity using such data.
  - b) Subsequent to the termination of the Agreement, Contractor will return all hard copies to the City or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the City.

5. ADDITIONAL SERVICES

- A) Other Collections: Contractor shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:
  - a) Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles (DMV) has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.
  - b) Citations with out-of-state license plates for which the normal daily processing cycle is complete.
  - c) Any other problem or special citations that City so designates and refers to Contractor under this Agreement.

- B) Postal Rate Increase: The Contractor will maintain auditable records to document the Contractor's actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect. City shall be notified in writing of any increases by submitting a revised "Exhibit B" Fee Schedule. City will prepare Amendment to Contract to document such increases.
- C) Cost: See Exhibit B for all fees.

## 6. REPORTS

- A) Periodic Reports: Contractor will submit reports to City each month. The reports will provide activities relating to performance under this "Scope of Services to be Rendered." Among the reports, which Contractor will generate, are the following:
  - a) Report of revenue collected for period.
  - b) Report for parking citations issued for period.
  - c) A balanced summary report for issuing City providing the status of all parking citations at the beginning of the period, current period, and at the end of the period.
  - d) A report for issuing City identifying registered vehicle owners multiple outstanding parking citations.
  - e) A report for issuing City identifying the parking citations issued, location, violation by each officer.
- B) Annual Reports: Annually, Contractor shall comply with existing State laws, (in California, CVC 40200.3(b)).

## 7. DEBT COLLECTION SERVICES

- A) Contractor is authorized to act as an agent for the City to collect delinquent revenue from parking citations and other items as specified by City for same period as specified in this Agreement.
- B) City will provide a mutually suitable arrangement for the collection of funds, and express authorization to do business on City's behalf.

- C) All forms, notices, postage and maintenance of files on collected information shall be provided by Contractor and available to City to update its files. Contractor shall provide City with management reports and use its best efforts to obtain maximum results.
- D) Fees for revenue collected by the collection agency shall be: 30% if no legal action is required; and 40% if legal action is required. Payment shall be made within 30-days of the receipt of invoice.
- E) Contractor shall not be responsible for the City's failure to provide correct or timely administrative citation information.
- F) The operations of the Contractor shall not be disclosed by the City except as required by law, unless written agreement is given by Contractor.

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND DATATICKET, INC. FOR  
PARKING CONTROL PROGRAM SERVICES**

**EXHIBIT B**

**Fee Schedule**

Contractor agrees to a 10% reduction on the overall monthly billing during the term of this Agreement unless otherwise negotiated. This reduction to be reflected on monthly invoice.

<u>Description</u>	<u>Proposed Fee</u>
Fee for processing and updating (electronically and manually)	<b>\$0.76 per cite</b>
Fee for collecting payments	<b>\$0.28 per payment</b>
Fee for collecting each out-of-state citation	<b>30% of collected revenue</b>
Fee for sending each delinquent notice	<b>\$0.69 per notice (subject to postage increases)</b>

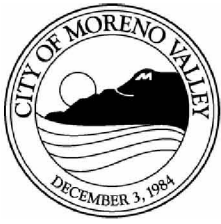
**Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:**

- Data entry of handwritten citations and entry of electronically transferred citations
- Collecting and processing all payments
- Processing all status changes to citation database
- Two user passwords for Client Access to Web Site
- Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
- Credit card payments accepted via phone or paper
- Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
- Allows citizens 24/7 ability to access, view and pay their citations
- On-Line connection to California DMV for daily registered owner information files
- On-Line connection to California DMV for daily hold and release files
- Interface with DMV's nationwide for registered owner information
- Interface with third party vendor for nationwide registered owner information
- All forms and tracking
- Correspondence tracking and response
- Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
- Bi-lingual 800 line customer service answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

Description	Proposed Fee
Additional Correspondence	<b>\$1.55 per letter (subject to postage increases)</b> <b>32% of collected revenue</b>
<b>Fee for Delinquent Collection Notices:</b> (Old citations, those which have gone through the normal collection cycle including DMV hold, or are 3-months or older and remain uncollected)	
<b>Six Additional User Passwords:</b> Real time viewing and reporting on Client Database Viewing and printing of citation reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	<b>\$50.00 per month</b>
<b>NSF Checks:</b> Processed, payments reversed, penalties added and letter sent	<b>\$5.00 per NSF</b>
<b>Scheduling:</b> Review, hearing and court appearances	<b>\$0.75 per appeal</b>
<b>Hearings:</b> Hearing Appointments (Minimum 4-hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90-days according to California law.	<b>\$75.00 per hour</b>
<b>FTB Tax Lien Participation:</b>	
<ul style="list-style-type: none"> <li>• Matching social security number to debts (Contractor to maintain database to limit number of searches for same social security number)</li> </ul>	<b>\$5.00 per SS request</b>
<ul style="list-style-type: none"> <li>• Collections, file adjustment and reconciliation reports</li> </ul>	<b>15% of collections</b>
<b>Parking Ticket Contest Review</b>	<b>\$.75 each cite</b>
<b>Convenience Fee to Violator:</b> for Company Credit Card usage (Web-site, phone and paper credit card payments)	<b>\$3.00 per use</b>

**Cost to Purchase Hand Held Ticket Writers:**

If City is interested in handheld ticket writers, cost and description will be furnished. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 – EXONERATION OF ROUGH GRADING AGREEMENT AND BOND

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, authorize the City Engineer to execute the exoneration of the Faithful Performance security associated with the project PA07-0090 rough grading improvements.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a

business park development consisting of four buildings, internal circulation, parking and various site amenities.

On April 13, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the rough grading improvements. The Conditions of Approval for this project required that the developer provide surety for rough grading. The limits of the rough grading included the entire site limits from State Route 60 to Eucalyptus, and Redlands Boulevard to Theodore Street, and included the rough cut section for Eucalyptus Avenue.

On June 8, 2011 the Rough Grading improvements received an 80% reduction. The amount reduced was Four Hundred Thirty Thousand Eight Hundred dollars (\$430,800).

### **DISCUSSION**

Upon completion of the Security Exoneration Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and to exonerate the remaining Faithful Performance cash security held by First American Title Insurance Company. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration is One Hundred Seven Thousand Seven Hundred Dollars (\$107,700).

### **ALTERNATIVES**

Not applicable.

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **CITY COUNCIL GOALS**

Not applicable.

### **NOTIFICATION**

Publication of agenda.

### **EXHIBITS**

Exhibit "A" – Vicinity Map  
Exhibit "B" – Security Exoneration Punch List



Prepared By  
Liz Plazola  
Sr. Administrative Assistant

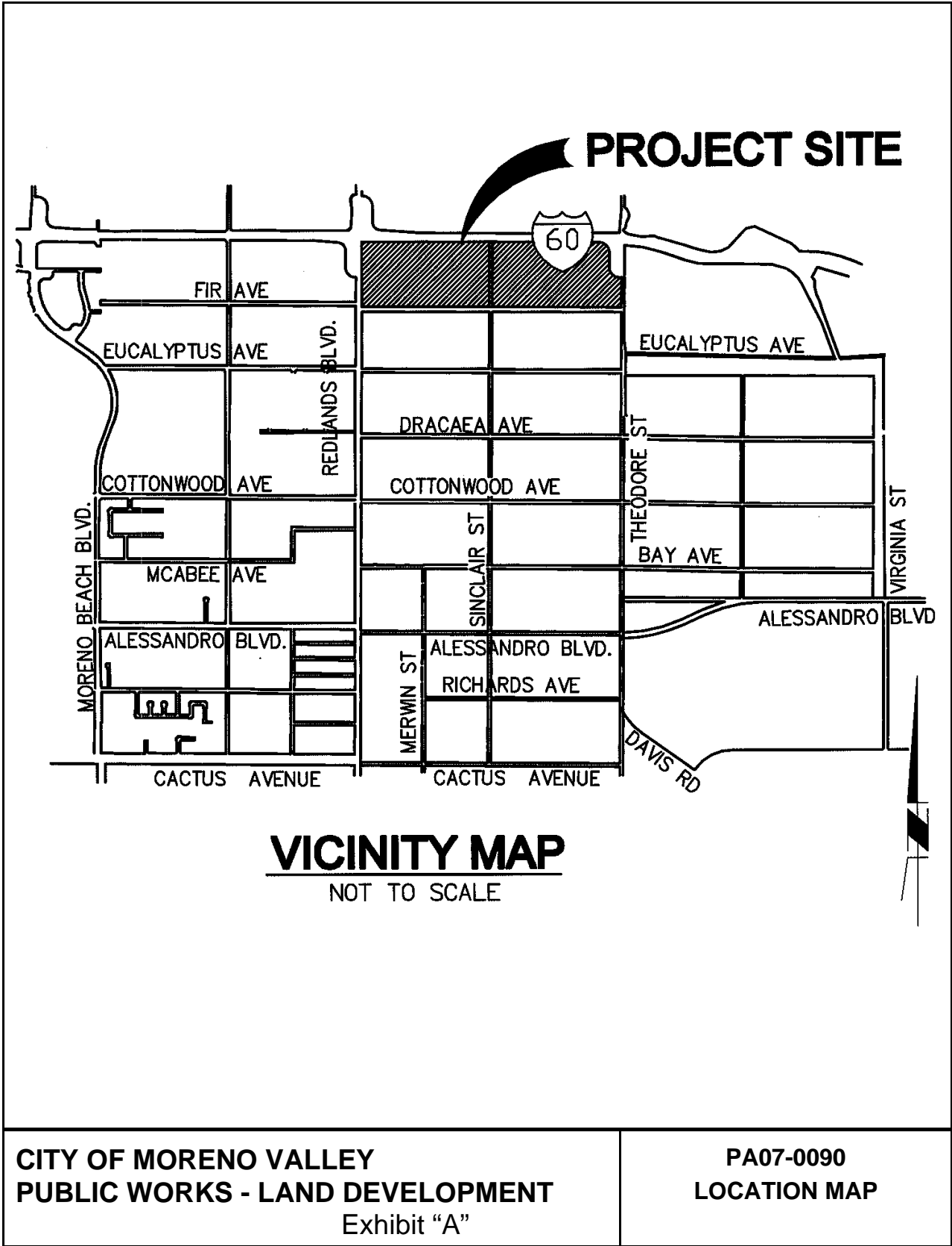
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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

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

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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY EXONERATION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Rough Grading**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

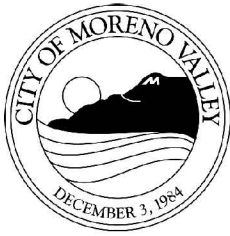
**TYPE OF INSPECTION**

90% Punch List [ ]      100% Final Punch List [ X ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Notify Land Development for inspection request.	
2	Parcel 3 used as stockpile site, restore R/G	
3	Parcel 3 Desilting Basin # 1, install loose rock Rip/Rap ,sht.13	
4	Parcel 2 Desilting Basin # 1 complete spillway & Riser, sht 4	
5	Parcel 4 Desilting Basin # 6 construct spillway detail sht 4 sec. G-G & M-M	
6	Complete 15' wide access route to lots G & L, sht 9	
7	Parcel 4 used as stockpile site, restore R/G	
8	Parcel 4 sht 9 v-ditch install loose rock rip-rap at end of v-ditch detail sht 4	
9	Lot L Install emergency concrete overflow sec. F-F detail sht 4, grade swale to match invert of CMP	
10	Parcel 4 construct 1' high berm, const. note #33 detail sht 3	
11	Sht. 7 & 12, construct 1' high berm, const. note #33 detail 3	
12	Receipt of payment for ADP fees	

Exhibit "B"

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL GRANT PROGRAM

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### **RECOMMENDED ACTION**

Staff recommends that the Mayor and City Council:

1. Review and approve project recommendations for Cycle 3 of the federal Safe Routes to School (SRTS) grant program.
2. Adopt Resolution No. 2011-71 authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School (SRTS) Grant Program.

### **BACKGROUND**

Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), authorized the federal SRTS Program in August 2005, after the success of California's Safe Routes to School (SR2S) program which began in 1999. Originally a five year program, extensions through continuing resolution have been enacted by Congress allowing the program to remain funded for the purpose of: 1) enabling and encouraging students in kindergarten through eighth grade (K-8), including students with disabilities, to safely walk and bicycle to school, 2) making walking and bicycling to school a more appealing mode choice, and 3) facilitating the planning, design, and implementation of projects that will improve safety, environment, and overall quality of life. Consistent with other federal-aid programs, the California Department of Transportation (CalTrans) is responsible for developing and implementing the program. The application deadline for Cycle 3 of the federal SRTS program is Friday, July 15, 2011.

## **DISCUSSION**

The total amount of SRTS funds was \$42 million at the time of the call for projects and was based upon programming capacity available in the current Federal Transportation Improvement Program (FTIP). Eligible projects include pedestrian facilities, traffic calming, traffic control devices, and bicycle facilities. The program can provide up to \$1 million of funding for infrastructure projects. Funds will be apportioned on the basis of student enrollment in each Caltrans District. SRTS projects are 100% reimbursable for all eligible work and a local match is not required.

No more than three project applications can be submitted per agency. Applications are rated on the following factors:

- Demonstrated needs of the applicant;
- Potential of the proposal for reducing child injuries and fatalities;
- Potential of the proposal for encouraging increased walking and bicycling among students;
- Identification of safety hazards and solutions to address the identified hazards;
- Identification of current and potential walking and bicycling routes to school;
- Consultation and support for projects by school-based associations, local traffic engineers, local elected officials, law enforcement agencies, school officials and other relevant community stakeholders;
- Evidence of commitment by teachers, parents, students, school officials, law enforcement officials, public works, officials, public health officials, etc.

In addition to the above factors, staff reviews each location for existing right of way constraints, utility conflicts, connectivity to existing infrastructure, potential construction cost, collision history, and previous requests from staff and the general public. It should be noted that projects that require right of way are discouraged by the Caltrans Local Assistance Guidelines for Federal SRTS (Chapter 24.5) due to complicated federal requirements for right of way acquisitions in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Table A depicts the two proposed improvement projects, ranked in order of priority, identified by staff for Cycle 3 of the federal SRTS program. Staff feels these projects have the best opportunity of being funded based upon the above cited criteria.



**Table A**

	Location / School	Estimated Project Cost
1	Install gap closure new sidewalk, curb and gutter along the north side of Delphinium Ave, from 590 feet east of Perris Blvd to 650 feet west of Perris Blvd. (Chapparal Hills Elementary / Badger Springs Middle School)	\$352,930
2	Install gap closure new sidewalk, curb and gutter along the south side of Sandy Glade Ave, from 650 feet west of Davis St to Davis Street. (Midland Elementary School)	\$276,428
	Total estimated cost	\$629,358

**ALTERNATIVES**

1. Approve project recommendations and adopt the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative supports the grant applications for Cycle 3 SRTS funding.*
2. Do not approve project recommendations and the proposed resolution authorizing the submittal of applications for Cycle 3 of the federal SRTS grant program. *This alternative eliminates a potential funding source for eligible projects.*

**FISCAL IMPACT**

The federal SRTS is a reimbursable grant program. SRTS projects are 100% reimbursable for all eligible work and local match is not required. The City must use its own funds first and submit invoices to Caltrans Local Program Accounting (LPA) for payment. If the City is successful in any of the grant applications, Measure "A" (Fund 125) monies will be used for the construction. There is no anticipated fiscal impact to the General Fund.

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION:** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

**PUBLIC FACILITIES AND CAPITAL PROJECTS:** Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

**SUMMARY**

To enhance the safety of pedestrians and bicyclists, staff recommends that two projects be considered for Cycle 3 of the federal SRTS grant program and the required grant applications be submitted to Caltrans.

**NOTIFICATION**

Staff has received concurrence from the Moreno Valley Unified School District for the proposed projects. Support letters from the school district, surrounding schools, the TSC and the Police Department will be requested for the application submittals.

**ATTACHMENTS**

- Attachment A - Proposed Resolution
- Attachment B - Location Map-Chaparral Hills Elementary School / Badger Springs Middle School
- Attachment C - Location Map- Midland Elementary School

Prepared By:  
 Vincent L. Tran, P.E.  
 Associate Engineer

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

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

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

RESOLUTION NO. 2011-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR CYCLE 3 OF THE FEDERAL SAFE ROUTES TO SCHOOL (SRTS) GRANT PROGRAM

WHEREAS, the federal Safe Routes to School (SRTS) program provides for the disbursement of federal transportation funds for the construction of bicycle and pedestrian safety and traffic calming projects; and

WHEREAS, the California Department of Transportation has requested applications from local agencies for Cycle 3 of the federal Safe Routes to School program; and

WHEREAS, the City believes it is in the best interest of the citizens of Moreno Valley to construct bicycle and pedestrian safety and traffic calming projects that are consistent with the City's General Plan; and

WHEREAS, the City desires to submit applications for funding to the California Department of Transportation, District 8, Local Assistance Engineer under the federal Safe Routes to School Program, Cycle 3.

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

The City Council supports the City of Moreno Valley's continued commitment to develop and promote a comprehensive Safe Routes to School program; and adopt the Resolution authorizing the submittal of applications for Cycle 3 of the federal Safe Routes to School program.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

1  
Attachment "A"

Resolution No. 2011-\_\_\_\_\_  
Date Adopted:

---

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)

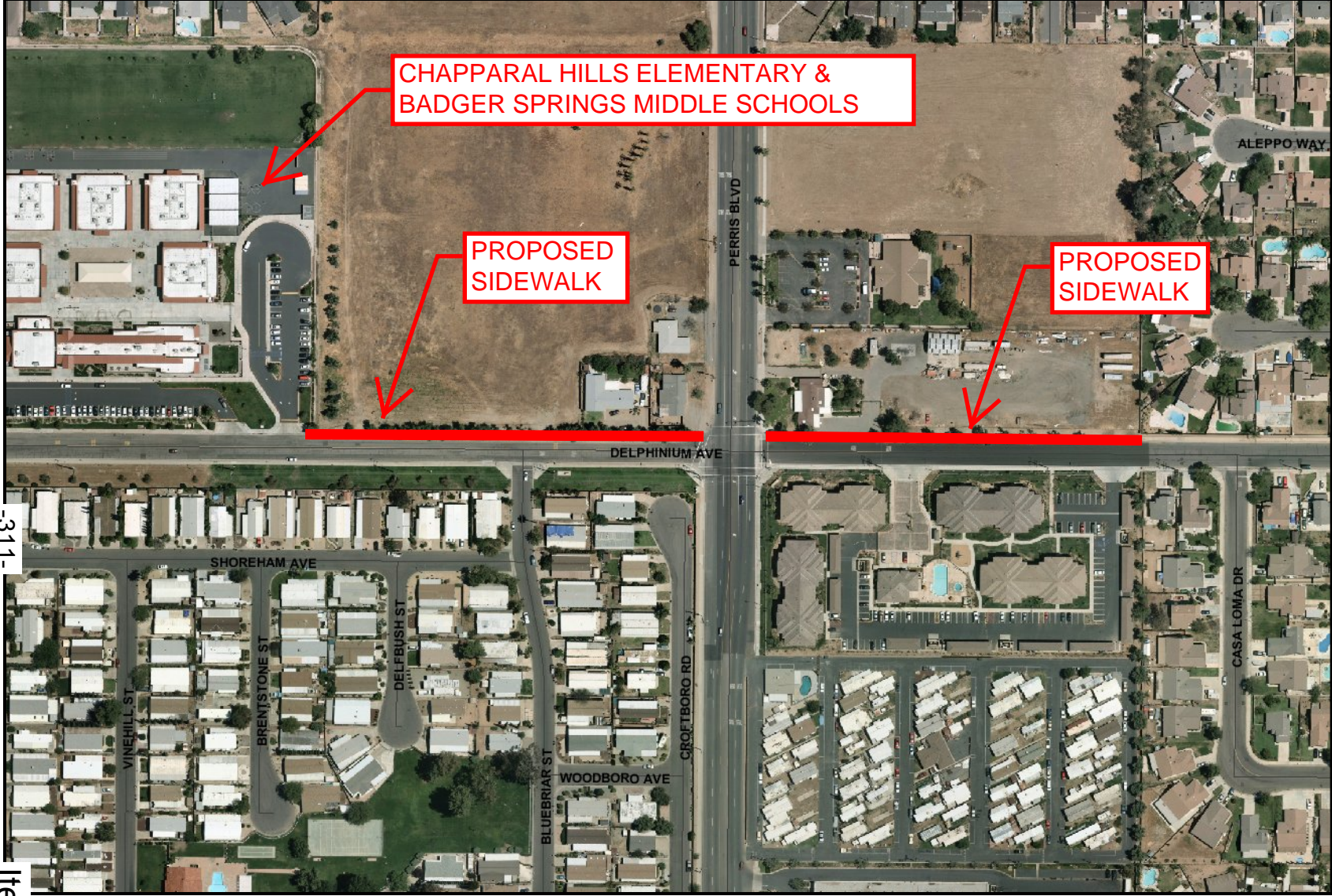
\_\_\_\_\_  
CITY CLERK

(SEAL)

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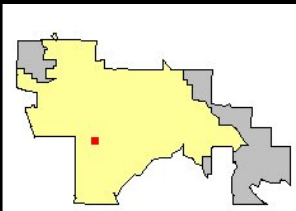
# Delphinium Ave at Perris Boulevard

INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER



### Legend

- Highways
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography
- City Boundaries**
- Calimesa
- Moreno Valley
- Perris
- Riverside



-311-

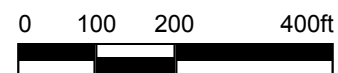
Item No. A.13

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

*CLAIMER: 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 of its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.*



**ATTACHMENT B**



Powered By GeoSmart.net

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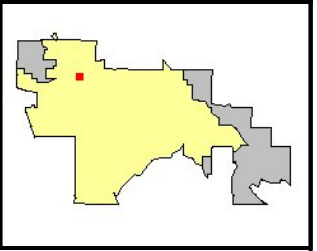


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# Sandy Glade Ave, west of Davis Street

## INSTALL GAP CLOSURE NEW SIDEWALK, CURB AND GUTTER

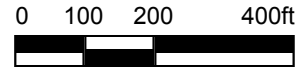
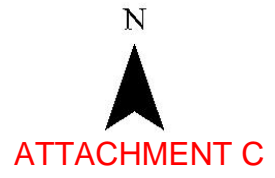


-313-

Item No. A.13

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

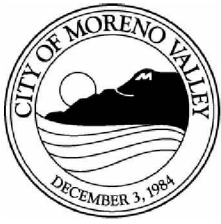
*CLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification of its accuracy. Riverside County and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



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 – REDLANDS ROUGH GRADING – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE REDLANDS DRAINAGE IMPROVEMENTS AS COMPLETE AND INTO THE CITY’S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution No. 2011-67 authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City’s maintained system.
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

On July 13, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Redlands Rough Grading improvements. The Faithful Performance bond amount was for Two Hundred Seventy-Three Thousand dollars (\$273,000). The Material and Labor bond amount was for One Hundred Thirty-Six Thousand Five Hundred dollars (\$136,500). The rough grading and drainage improvement, related to the Redlands Boulevard sewer main improvements, took place on the eastside of Redlands Boulevard between Dracaea Avenue and Eucalyptus Avenue. The grading consisted of excavating for the installation of the Roadside Drainage Facilities. The construction includes, but is not limited to, the following: approximately 2,600 linear feet of a six (6) feet wide by three (3) feet deep channel, approximately 35 linear feet of a 2-foot by 4-foot reinforced concrete box culvert, approximately 30 linear feet of a 2-foot by 5-foot reinforced concrete box culvert, approximately 140 linear feet of 36 inch reinforced concrete pipe, and appurtenant structures such as headwall, wingwall, drop inlet structure, and manhole.

On May 3, 2011 the Redlands Rough Grading improvements received an 80% reduction. The amount reduced was Two Hundred Eighteen Thousand Four Hundred dollars (\$218,400).

**DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. If the public improvements for the Redlands rough grading and drainage improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Since one partial reduction was provided earlier, the amount remaining to reach the exoneration of the Faithful Performance bond is Fifty-Four Thousand Six Hundred Dollars (\$54,600).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the Redlands Drainage public improvements within project PA07-0090 as complete and into the City's maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

## **FISCAL IMPACT**

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal

mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

**CITY COUNCIL GOALS**

Not applicable.

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" – Proposed Resolution

Exhibit "C" – Security Reduction Punch List

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

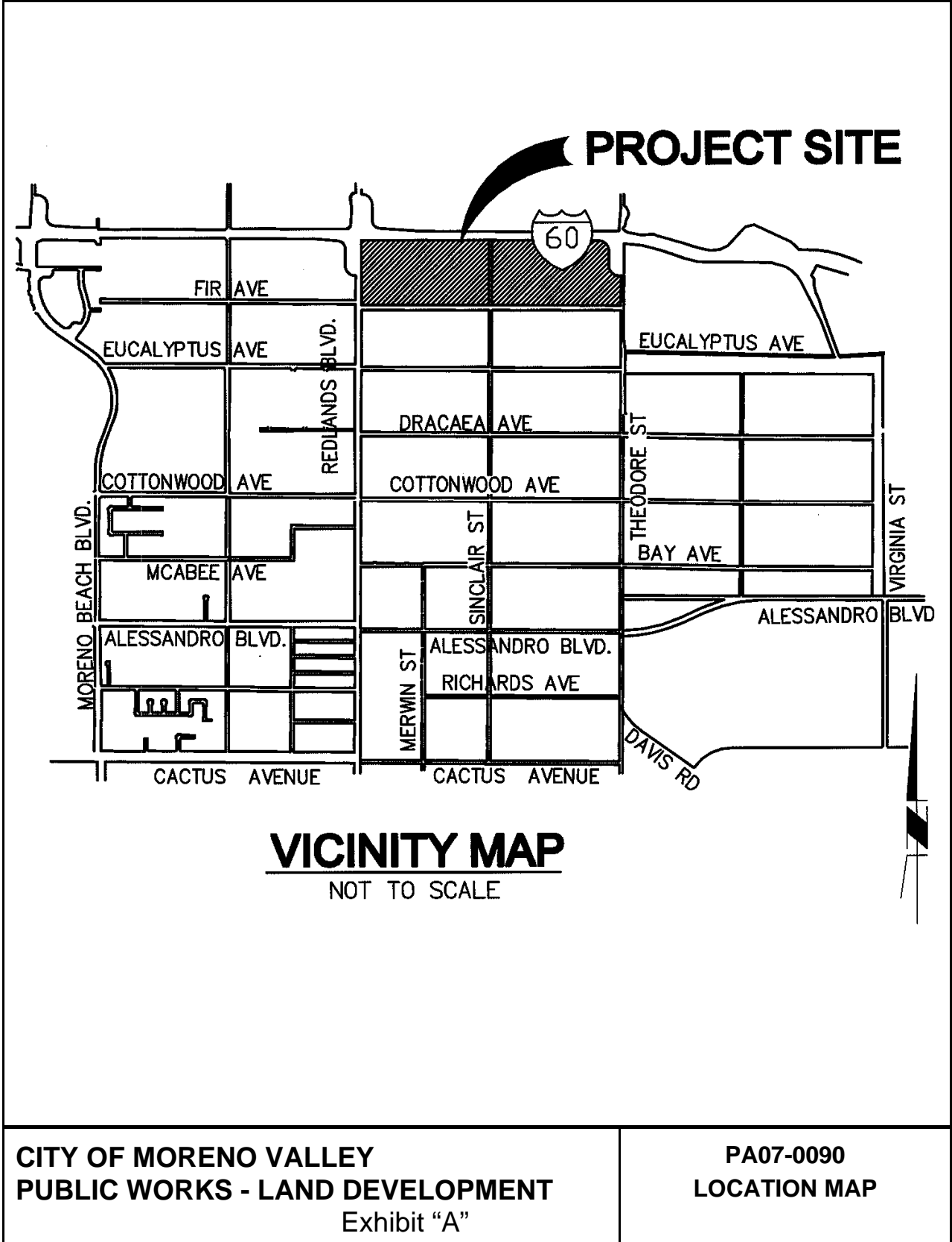
Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Redlands Rough Grading - 90% Bond Reduction.doc

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RESOLUTION NO. 2011-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE REDLANDS DRAINAGE IMPROVEMENTS ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Redlands Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the Redlands Drainage improvements within the project into the City's maintained system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the Redlands Drainage improvements associated with the project is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

Exhibit "B"

1

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: June 28, 2011

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:

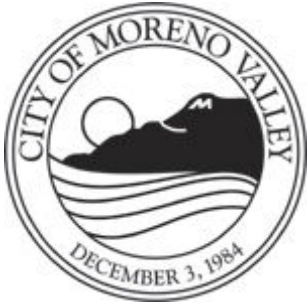
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Redlands Rough Grading**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Steve Schultz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

90% Punch List [ X ]

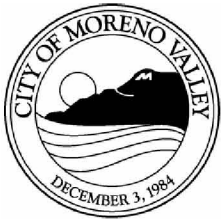
10% Final Punch List [ ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Notify Land Development for inspection request.	
2	Grade eastside v-ditch to match existing grade (N/O Dracaea) sht 3 section A-A	
3	Complete shoulder grade Westside v-ditch (N/O Dracaea) sht 3 section A-A	
4	Grade sta 182+55 @ 4 x 2 RCB sht 3 sec B-B	
5	Raise S/D manhole to grade, place 1' PCC collar around frame	

Exhibit "C"

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 – EUCALYPTUS ELECTRICAL IMPROVEMENTS – ELECTRICAL UTILITY INFRASTRUCTURE – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE ELECTRICAL UTILITY INFRASTRUCTURE AS COMPLETE AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY’S MAINTAINED SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

DEVELOPER – HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-68 accepting into the City’s maintained system the Electrical Utility Infrastructure for PA07-0090 - Eucalyptus Electrical Improvements upon acceptance by the City Engineer as complete; and
2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

**BACKGROUND**

On August 24, 2010 the City Council of the City of Moreno Valley approved the agreement and bonds for the Eucalyptus Electrical improvements. The Faithful Performance bond amount was for Eight Hundred Forty-Nine Thousand dollars (\$849,000). The Material and Labor bond amount was for Four Hundred Twenty-Four Thousand Five Hundred dollars (\$424,500).

On March 10, 2011, the Eucalyptus Electrical improvements received a 60% reduction. The amount reduced was Five Hundred Nine Thousand Four Hundred dollars (\$509,400).

Project PA07-0090 received on-going inspection for the Electrical Utility Infrastructure of the Eucalyptus Electrical Improvements during the construction process. Upon completion of the improvements, Public Works/Enterprise Services Administration performed an inspection and approved the work. The improvements are now eligible for acceptance into the City's maintained system.

**DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the utility infrastructure for the Eucalyptus Electrical Improvements. City Staff will verify that the improvements are completed in accordance with the approved plans and the standards of the City of Moreno Valley and Moreno Valley Utility. If the public improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept the electrical utility infrastructure for the Eucalyptus Electrical Improvements into the City's maintained system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Two Hundred Fifty-Four Thousand Seven Hundred Dollars (\$254,700).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

**ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City’s maintained system. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and are being used by the public and therefore should be included in the City’s maintained system.*
  
2. Do not adopt the proposed resolution authorizing the acceptance of the Electrical Utility Infrastructure for Eucalyptus Electrical Improvements for PA07-0090 as complete and accepting the Electrical Utility Infrastructure into the City’s maintained system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *Use of the improvements by the public, and maintenance of the improvements can result in the improvements being designated as part of the City’s maintained system regardless of a lack of action by the governing body. It is more efficient and well defined to take the appropriate action in matters of this nature.*

**FISCAL IMPACT**

The acceptance of the electrical utility infrastructure improvements into the City’s maintained system will create an insignificant additional fiscal impact to the maintenance program of the City under Fund 601-Utility. The fiscal impact will be offset by revenues generated by the utility.

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

- Exhibit “A” – Vicinity Map
- Exhibit “B” – Proposed Resolution
- Exhibit “C” – Security Reduction Punch List

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

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

Concurred By  
Jeannette Olko  
Electrical Utility Division Manager

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11 - PA07-0090 - Eucalyptus Elec - 90% Bond Reduction - Utility Electrical.doc

60

Redlands Boulevard

Theodore Street

Phase III

Phase II

Phase I

Phase II

-333-

Eucalyptus Avenue

Redlands - Backbone Electrical per separate agreement

- Legend:**
- Electrical Conduit —
  - Electrical Vault
  - Electrical Transformer/Switch ■

Exhibit "A"

Item No. A.15

aea Ave

### Eucalyptus - Backbone Electrical Exhibit

PA07-0090  
Vicinity Map

July 19, 2010

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RESOLUTION NO. 2011-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE UTILITY ELECTRICAL INFRASTRUCTURE FOR THE EUCALYPTUS ELECTRICAL IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0090, AND ACCEPTING THE UTILITY ELECTRICAL INFRASTRUCTURE INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the utility electrical infrastructure constructed by HF LOGISTICS – SKX T1, LLC was constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that the utility electrical infrastructure was inspected during construction and was completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said utility electrical infrastructure for the Eucalyptus Electrical improvements as complete within project PA07-0090, and accept utility electrical infrastructure into the City's maintained system; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the utility electrical infrastructure for the Eucalyptus Electrical improvements within project PA07-0090 is complete and the utility electrical infrastructure is accepted into the City's maintained system.

APPROVED AND ADOPTED this 28<sup>th</sup> day of June 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit "B"

1

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: June 28, 2011

RESOLUTION JURAT

**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:

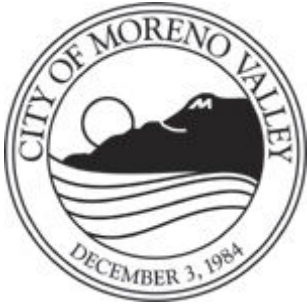
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)





Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Eucalyptus Electrical**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

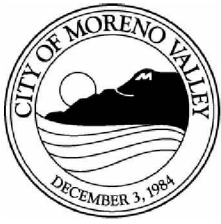
90% Punch List [  ]

10% Final Punch List [  ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Notify Land Development for inspection request.	
2	Install sign/irrigation pedestals on Eucalyptus	
3	Submit MVU clearance letter	
4	Clearance from Planning and Transportation Divisions	
5	Submit As-builts	

Exhibit "C"

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RAH</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:** June 28, 2011

**TITLE:** PA07-0090 – THEODORE STREET IMPROVEMENTS - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THEODORE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt the proposed Resolution No. 2011-69 accepting into the City's maintained street system the Theodore Street public improvements within project PA07-0090 upon acceptance by the City Engineer as complete; and
2. Authorize the City Engineer, upon approval and acceptance of the improvements by the City Engineer, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Theodore Street improvements. The Conditions of Approval for this project required that the developer provide surety for street improvements. The security amount for the Theodore Street improvements is Eight Hundred Twenty-One Thousand dollars (\$821,000.00). The limits of the Theodore Street improvements are from the State Route 60 Bridge to approximately 700 feet south of Eucalyptus Avenue.

The public improvements included asphalt paving, asphalt concrete berm, street lights, street signs, a guard rail, drainage improvements, utility pole relocation, signing, striping, and a retaining wall. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a punch list was generated. The required corrective actions have been completed and the improvements are now eligible for acceptance into the City's maintained street system.

On May 5, 2011, the Theodore Street improvements received an 80% reduction. The amount reduced was Six Hundred Fifty-Six Thousand Eight Hundred Dollars (\$656,800.00).

**DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution.

If the public improvements for Theodore Street are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements into the City's maintained street system and to provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Eighty-Two Thousand One Hundred dollars (\$82,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

### **ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the Theodore Street public improvements within project PA07-0090 as complete and accepting Theodore Street into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

**FISCAL IMPACT**

The acceptance of these street improvements into the City’s maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure “A”, and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

- Exhibit “A” – Vicinity Map
- Exhibit “B” – Proposed Resolution
- Exhibit “C” – Security Reduction Punch List

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

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

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\6-28-11- PA07-0090 - Theodore St 90% Bond Reduction.doc

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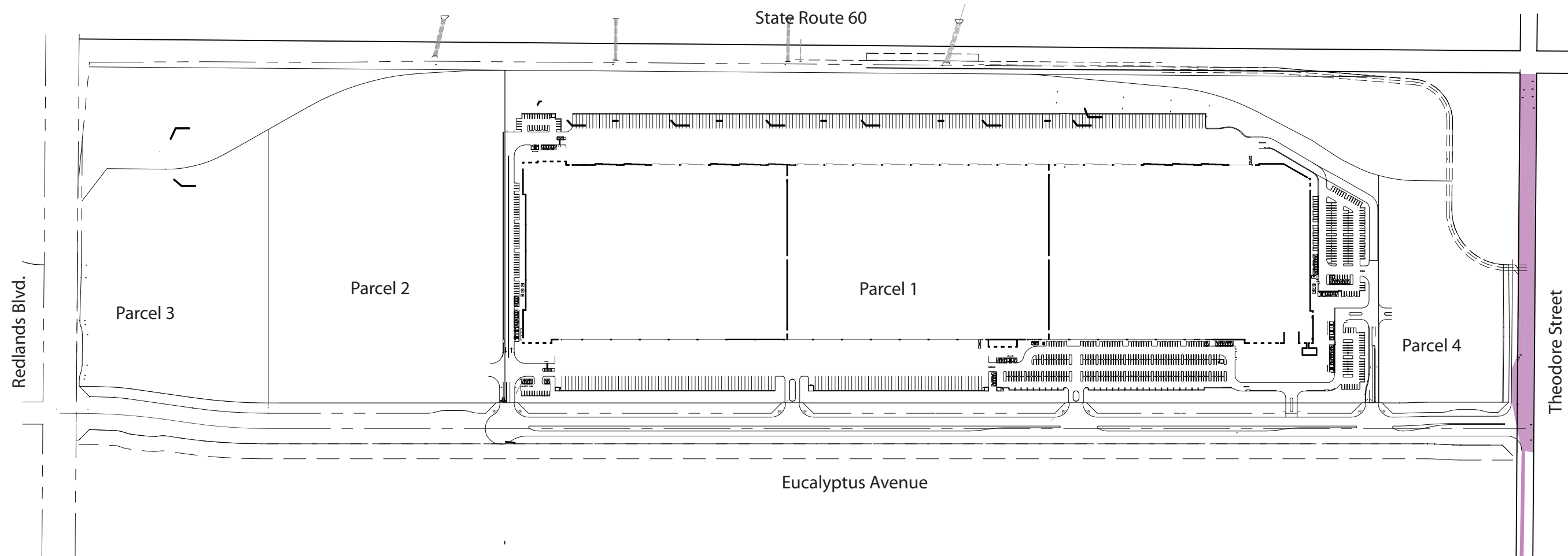


Exhibit "A"

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RESOLUTION NO. 2011-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT NUMBER PA07-0090 AND ACCEPTING THE PORTION OF THEODORE STREET ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by HF LOGISTICS – SKX T1, LLC on the portion of Theodore Street associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project number PA07-0090 and accept the portion of Theodore Street associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within project number PA07-0090 are complete, and the portion of Theodore Street associated with the project is accepted into the City's maintained street system.

APPROVED AND ADOPTED this 28<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

Exhibit "B"

1

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: June 28, 2011

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:

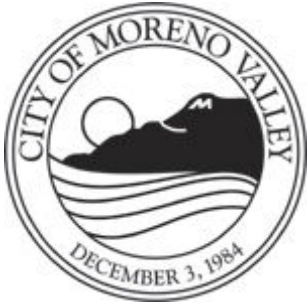
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Theodore Street Improvements**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

90% Punch List [  ]

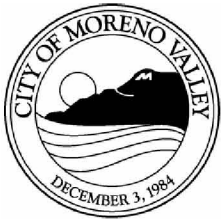
10% Final Punch List [  ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Notify Land Development for inspection request.	
2	Complete oversize down drains (5) E&W side construction notes #6 & 9	
3	Complete A/C & A/C berm W/S south of Eucalyptus	
4	Complete drainage swale sta 35+69.65 - 41+73	
5	Submit As-builts	
6	Clearance from Planning Divisions	
7	Clearance from Transportation Division	

Exhibit "C"

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</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:** June 28, 2011

**TITLE:** PA07-0090 – SINCLAIR OFF-SITE WATER IMPROVEMENTS –  
REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE  
PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE  
CITY’S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City’s maintained street system within project PA07-0090.
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Sinclair Off-Site Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Sinclair Off-Site Water improvements is Seven Hundred Twenty-Five Thousand dollars (\$725,000.00). The limits of the Sinclair Off-Site Water improvements are within Sinclair Street beginning at Ironwood Avenue and ending at Eucalyptus Avenue and installing a water main line on Highland Avenue north of Ironwood Boulevard.

The public improvements included approximately 6500 feet of twelve (12) inch water main line, various fittings, adaptors and vac/air release assemblies, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Sinclair Off-Site Water improvements received an 80% reduction. The amount reduced was Five Hundred Eighty Thousand dollars (\$580,000.00).

## **DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Sinclair Off-Site Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the

Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Sinclair Off-Site Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventy-Two Thousand Five Hundred dollars (\$72,500.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

### **ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, accept the Sinclair Off-Site Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*
2. Do not accept the Sinclair Off-Site Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

### **FISCAL IMPACT**

Not applicable

### **CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Security Reduction Punch List

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

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

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

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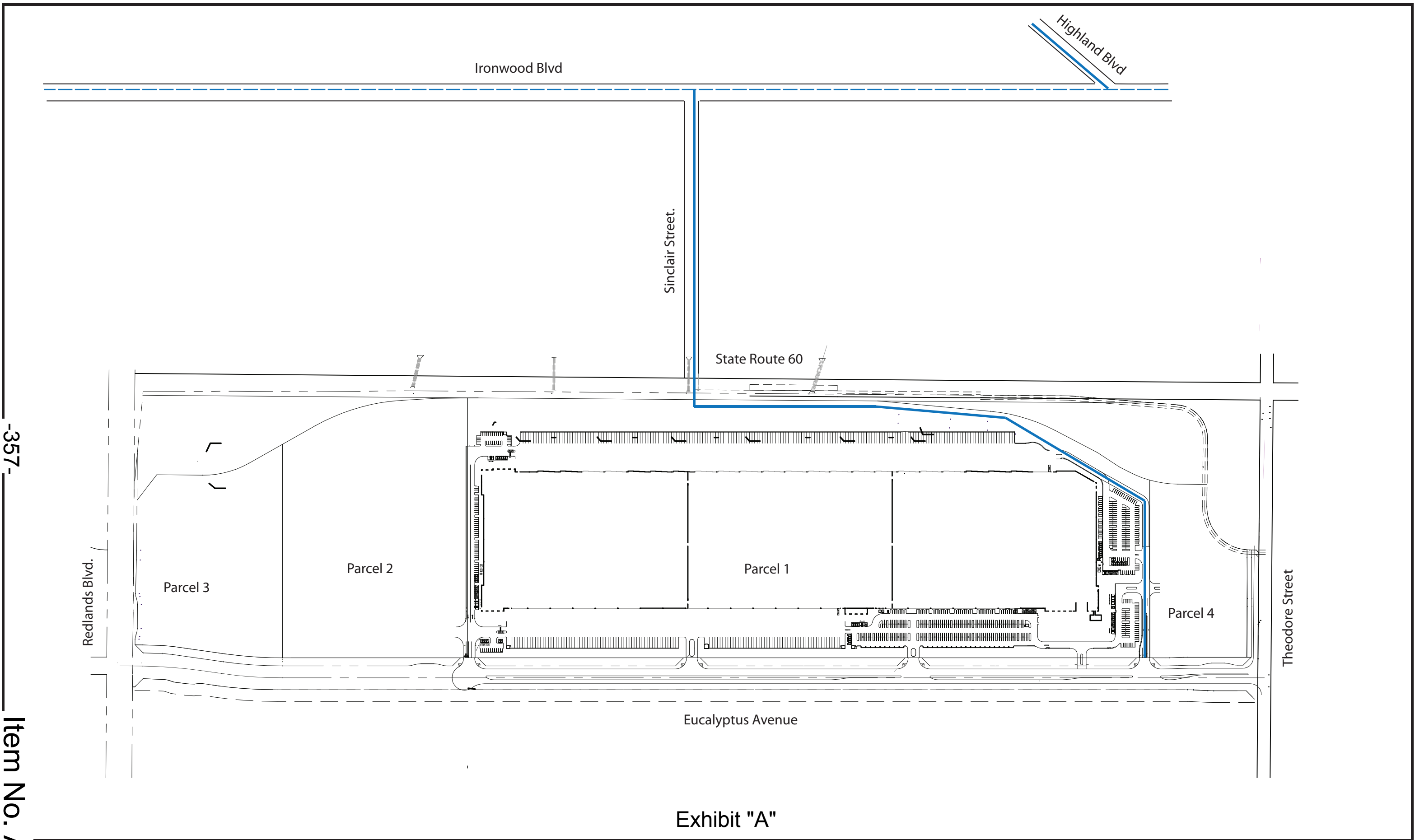


Exhibit "A"

-357-

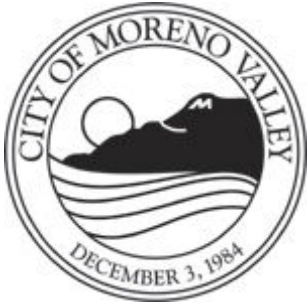
Item No. A.17

RA07-0090

HFCP-Offsite Water (Sinclair) Improvements

Vicinity Map

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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Sinclair Water**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

90% Punch List [  ]

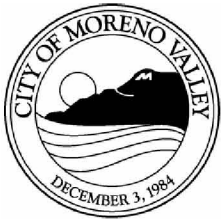
10% Final Punch List [  ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 – REDLANDS SEWER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090.
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On July 6, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Sewer improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Sewer improvements is Five Hundred Sixty-Three Thousand dollars (\$563,000.00). The limits of the Redlands Sewer improvements are within Redlands Boulevard between McAbee Avenue and Fir Avenue.

The public improvements included installation of approximately 4600 feet of fifteen (15) inch sewer main line within the east side of Redlands Boulevard and connection to an existing fifteen (15) inch sewer main line at McAbee Avenue, installation of approximately forty (40) feet of eight (8) inch sewer main line at Cottonwood Avenue for future use, installation of approximately 30 feet eight (8) inch sewer main to connect an existing eight (8) inch sewer main line at Dracaea Avenue, installation of approximately thirty (30) feet of eight (8) inch sewer main line and connection to an existing (8) inch sewer main line at Eucalyptus Avenue (south), installation of approximately forty (40) feet of eight (8) inch sewer main line at Fir Avenue for future use, installation of approximately forty (75) feet of eight (15) inch sewer main line at Eucalyptus Avenue (north) for future use, installation of manholes along the sewer line, and trenching and repair of City maintained streets. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On December 15, 2010, the Redlands Sewer improvements received an 80% reduction. The amount reduced was Four Hundred Fifty Thousand Four Hundred dollars (\$450,400.00).

## **DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the

improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Sewer improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Sewer improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Fifty-Six Thousand Three Hundred dollars (\$56,300.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

### **ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, accept the Redlands Sewer Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*
2. Do not accept the Redlands Sewer Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

### **FISCAL IMPACT**

Not applicable

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Security Reduction Punch List

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Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

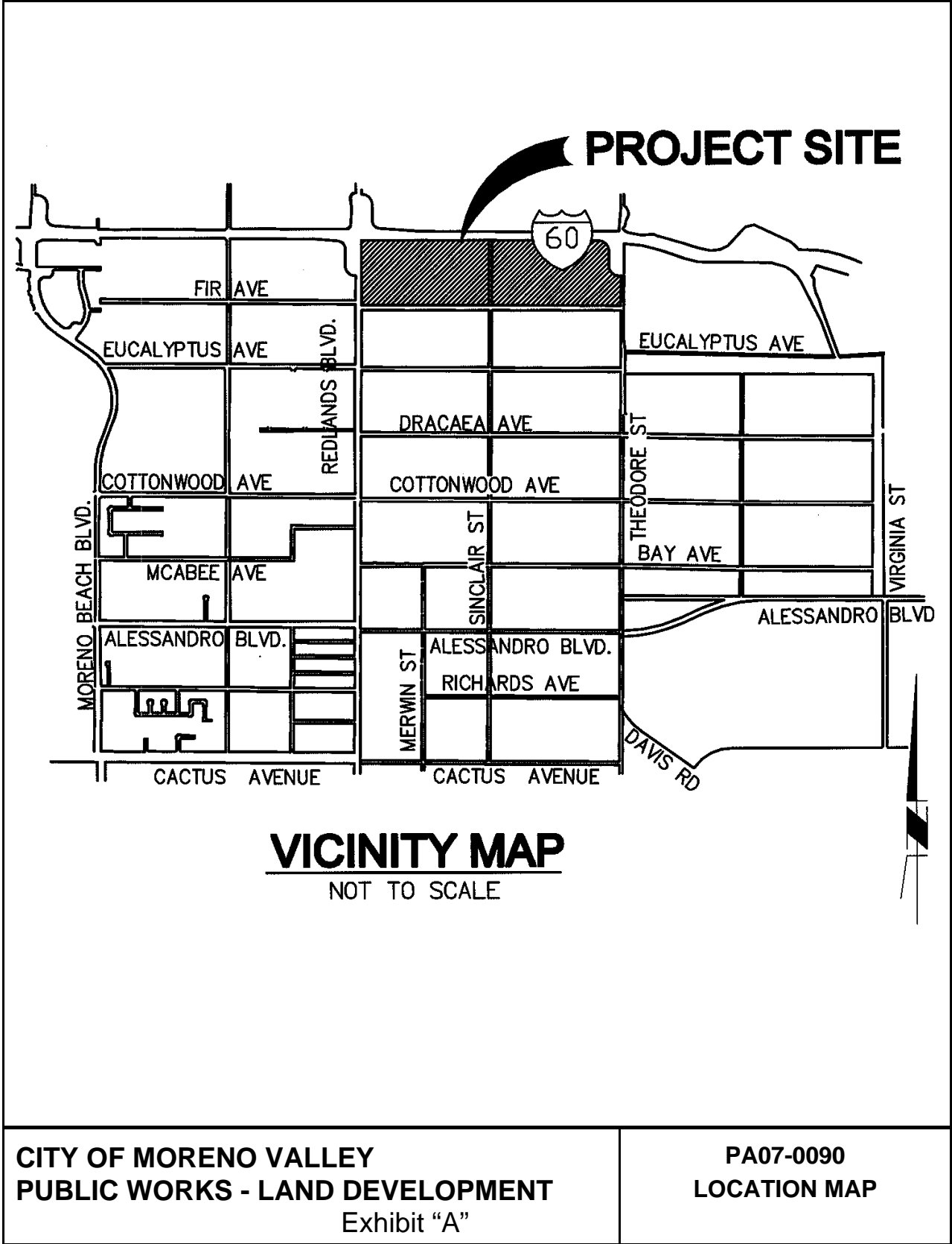
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Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

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

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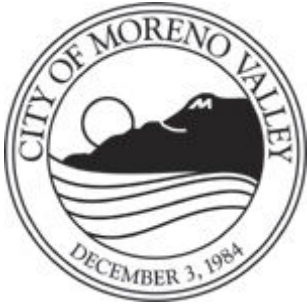
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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Redlands Sewer**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

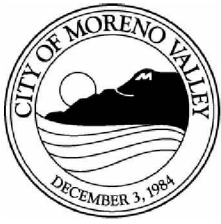
90% Punch List [  ]

10% Final Punch List [  ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Notify Land Development for inspection request.	
2	Restore dirt shoulder beginning sta. 159+40.00 - 163+44.51 typ section sht 1	
3	Remove const debris (rocks, sandbags) left between olive trees, grade to match existing grade.	
4	Submit EMWD clearance letter	
5	Submit As-builts	
6	Submit clearance letter for RCFC	
7	Clearance from Transportation Division	

Exhibit "B"

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 – REDLANDS WATER IMPROVEMENTS – REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PUBLIC IMPROVEMENTS AS COMPLETE BUT NOT INTO THE CITY'S MAINTAINED STREET SYSTEM

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090.
2. Authorize the City Engineer, upon approval and acceptance of the improvements, to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities. The Conditions of Approval for Tract Map 35629 require that the developer provide surety for the required public improvements.

On August 24, 2010 the City Council of the City of Moreno Valley approved the Public Improvement Agreement and security for the Redlands Water improvements. The Conditions of Approval for this project required that the developer provide surety for the improvements. The security amount for the Redlands Water improvements is One Hundred Seventy-One Thousand dollars (\$171,000.00). The limits of the Redlands Water improvements are within Redlands Boulevard beginning at Eucalyptus Avenue and continuing northerly along the south side of the State Route 60 East Bound off Ramp.

The public improvements included approximately 1500 feet of twelve (12) inch water main line, approximately 65 feet of 18 inch water main line and connection to an newly constructed fifteen (15) inch water main line at Eucalyptus Avenue, installation of approximately 1500 feet of telemetry (communication) cable, various fittings, adaptors and vac/air release assemblies. The improvements received on-going inspection during the construction process. Upon completion of improvements, Public Works/Land Development performed an inspection and a Security Reduction Punch List was generated.

On February 15, 2010, the Redlands Water improvements received an 80% reduction. The amount reduced was One Hundred Thirty-Six Thousand Eight Hundred dollars (\$136,800.00).

## **DISCUSSION**

Upon completion of the Security Reduction Punch List, City staff will perform a final inspection of the improvements and verify that they are in accordance with the approved plans and the standards of the City of Moreno Valley. City staff will also ensure that the improvements are in accordance with Eastern Municipal Water District (EMWD) standards and plans.

If the public improvements for the Redlands Water improvements are acceptable to the Public Works Director/City Engineer, it will then be appropriate to accept those improvements and provide a reduction to total 90% of the original bond amount to the Faithful Performance Bond issued by Safeco Insurance Company of America. Once accepted by the City and EMWD, the Redlands Water improvements will be maintained by EMWD. As there has been one partial reduction provided earlier, the amount remaining to reach the 90% reduction is Seventeen Thousand One Hundred dollars (\$17,100.00).

The Faithful Performance Bond will be reduced upon approval and acceptance of the improvements by the City Engineer. Ninety days after the City Engineer approves the improvements, the Material & Labor Bond will be exonerated provided that there are no stop notices or liens on file with the City Clerk.

The remaining 10% of the original bond amount will be held for the one-year guarantee and warranty period. The guarantee and warranty period will commence on the date the City Engineer accepts the improvements. At the end of the guarantee and warranty period, the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

### **ALTERNATIVES**

1. Contingent upon completion of the remaining public improvements, accept the Redlands Water Improvements as complete but not into the City's maintained street system within project PA07-0090. Authorize the City Engineer, upon acceptance and approval of the improvements to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*
2. Do not accept the Redlands Water Improvements as complete within project PA07-0090. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and EMWD Standards.*

### **FISCAL IMPACT**

Not applicable

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Security Reduction Punch List

Prepared By  
Liz Plazola  
Sr. Administrative Assistant

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

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

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

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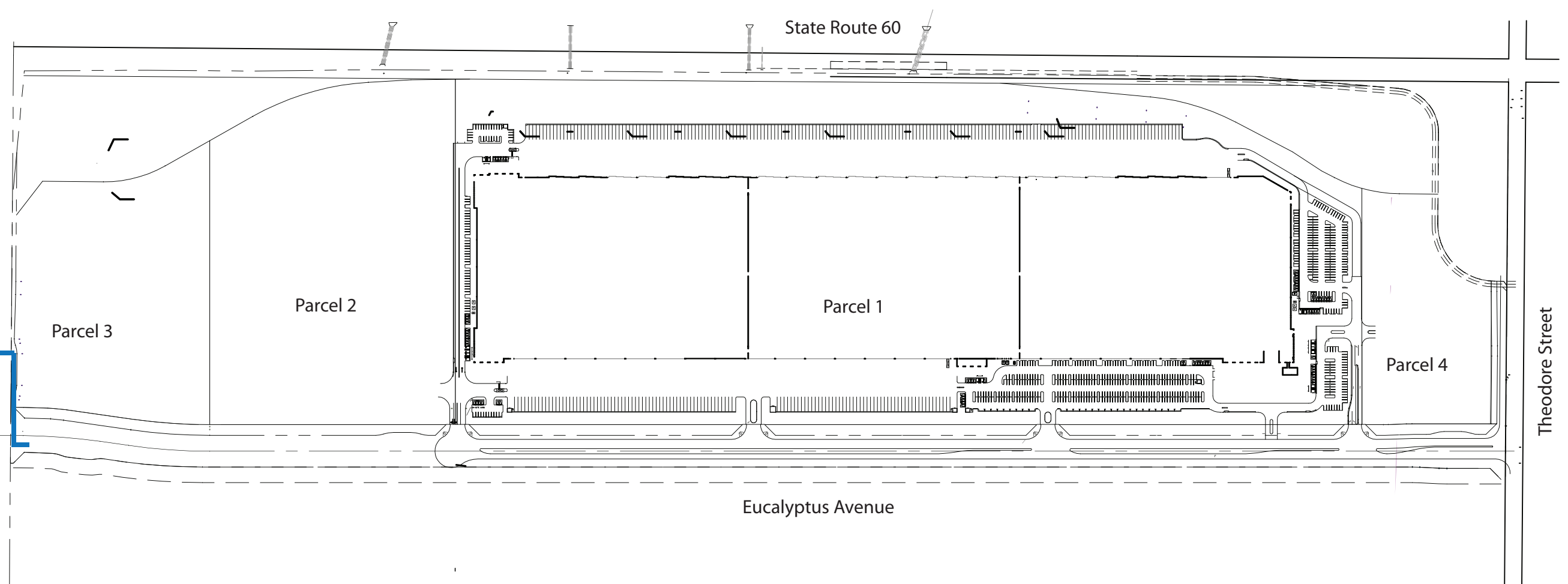


Exhibit "A"

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Public Works Department  
 Land Development Division  
 14177 Fredrick Street  
 P.O. Box 88005  
 Moreno Valley, CA 92552-0805  
 TEL (951) 413-3120 FAX (951) 413-3158

**SECURITY REDUCTION PUNCH LIST**

**Project No. : PA07-0090 (PM 35629) – Redlands Water**

**Project Location: Eucalyptus between Redlands and Theodore**

**Inspection Performed by: Alex Ramirez**

**Date: 06-15-11**

**REPRESENTATION**

<b>Developer:</b>	<b>Highland Fairview</b>
<b>Contact Person/Superintendent:</b>	<b>Scott Schwarz</b>
<b>Phone Number:</b>	<b>(951) 906-8369</b>

**TYPE OF INSPECTION**

90% Punch List [  ]

10% Final Punch List [  ]

<b>No.</b>	<b>ITEM/DESCRIPTION</b>	<b>COMPLETED</b>
1	Submit EMWD clearance letter	
2	Submit As-builts	
3	Submit clearance letter for RCFC	
4	Clearance from Transportation Division	

Exhibit "B"

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** PA07-0090 (PM 35629) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D11-001 FOR PARCEL MAP NO. 35629 PHASE 1 IMPROVEMENTS ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications.
2. Authorize the Mayor to execute the DIF Agreement in the form attached hereto.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On February 10, 2009, the City Council of the City of Moreno Valley approved Plot Plan (PA07-0091) and Tentative Parcel Map No. 35629 (PA07-0090) and approved phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The plot plan provides for establishment of a business park development consisting of buildings, internal circulation, parking and various site amenities.

On August 24, 2010, the City Council of the City of Moreno Valley accepted the Agreement for Public Improvements and bonds for Eucalyptus Avenue Phase 1 Street Improvements in the amount of \$2,778,000 for Faithful Performance and \$1,389,000 for Material and Labor. The bonds were issued by Safeco Insurance Company of America.

The City's Municipal Code, Chapter 3.42, "Commercial and Industrial Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements and right-of-way dedications that help mitigate the traffic impacts and burdens on the City's network of arterial streets and traffic signals generated by the project.

As part of the project conditions of approval, the developer will be constructing some of the required DIF-related public improvements and/or dedicating right-of-way that will facilitate future public improvements. In accordance with the City's Municipal Code, Section 3.42.110, the "Credit for Improvements provided by Developer" will allow the developer to receive an initial credit for the applicable public improvements made to the designated arterial street(s) and/or traffic signals as well as any right-of-way dedications made for interchange improvements, based on the qualifying construction items as identified therein. The developer's initial credit amount is based on the lower of the DIF Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation. A separate DIF Improvement Reimbursement Agreement will be processed once the improvements are completed, accepted into the City's Maintained Street System, and the Actual Construction Costs for the qualifying improvements are submitted by the Developer and verified by City staff. Therefore, the DIF Improvement Reimbursement Agreement will be presented to City Council at a later date.

If it is determined that the developer constructed improvements above and beyond the project obligation, they may be eligible for a reimbursement in accordance with the current policy in place at that time. Reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

## **DISCUSSION**

The developer of PM 35629, as part of Phase 1 improvements, was required to construct improvements and dedicate right-of-way on Eucalyptus Avenue and Theodore Street as well as dedicate right-of-way for freeway interchange eastbound on- and off-ramps at Redlands Boulevard and Theodore Street. In addition, the developer dedicated right-of-way for an eastbound freeway auxiliary lane between these two interchanges.

The developer is eligible to receive initial DIF Credits for specific improvements identified in the DIF Study for Eucalyptus Avenue Phase 1 improvements, including earthwork, construction of new pavement and base, grinding and paving, sawcut and removal of existing pavement, traffic control, signing and striping, curb, gutter, sidewalk, relocation of power poles, and drainage improvements including catch basins, local depressions, and storm drain lines not maintained by Riverside County Flood Control and Water Conservation District. The improvements to the Theodore Street inner lanes do not qualify for either DIF Credits or Reimbursement because the costs in the DIF Study do not include inner lane costs. In addition, the developer is eligible to receive initial DIF Credits for right-of-way dedicated along Eucalyptus Avenue and Theodore Street.

The right-of-way dedicated for the eastbound off-ramp at the Theodore Street Interchange (Lot L (5.36 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is eligible for DIF credits. The right-of-way dedicated for the eastbound on-ramp at the Redlands Boulevard Interchange (Lot K (6.42 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not eligible for DIF credits as this interchange is identified in the current DIF Study Update to be entirely funded by the Western Riverside Council of Governments (WRCOG)'s Transportation Uniform Mitigation Fee (TUMF) program. Therefore, the developer is seeking TUMF credits for the Redlands Boulevard eastbound on-ramp through a separate TUMF Improvement and Credit/Reimbursement Agreement. The freeway auxiliary lane (Lot G (2.87 acres) of PM 35629 as shown in Exhibit "C" of the Staff Report) is not part of either the City's DIF or WRCOG's TUMF programs and therefore, the right-of-way dedicated is not eligible for credits from either program.

The developer agrees to perform and complete all of the required public improvements in accordance with the Agreement for Public Improvements. Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Exhibit "B". Based on the information provided by the developer, the initial DIF Credit for this project is \$2,331,420 for Arterial Streets, \$24,000 for Traffic Signals, and \$354,900 for Interchange Improvements.

If it is determined at the completion of the project that the developer constructed improvements above and beyond the project obligation, a DIF Improvement Reimbursement Agreement will be presented to City Council at that time. Any

reimbursements may either be paid per the City policy or used as credits towards any other future project's DIF fee obligations.

### **ALTERNATIVES**

1. Accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and authorize the Mayor to execute the DIF Agreement in the form attached hereto.
2. Do not accept the Development Impact Fee Improvement Credit Agreement #D11-001 (DIF Agreement) for Parcel Map No. 35629 Phase 1 improvements and right-of-way dedications and do not authorize the Mayor to execute the DIF Agreement in the form attached hereto. *Not approving staff's recommendation would result in no DIF credit being provided to the developer.*

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **CITY COUNCIL GOALS**

#### **PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

### **NOTIFICATION**

Publication of agenda.

### **EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" – DIF Improvement Credit Agreement

Exhibit "C" – PM 35629 Phase 1 Right-of-Way Dedication Exhibit



Prepared By  
Clement Jimenez, P.E..  
Senior Engineer

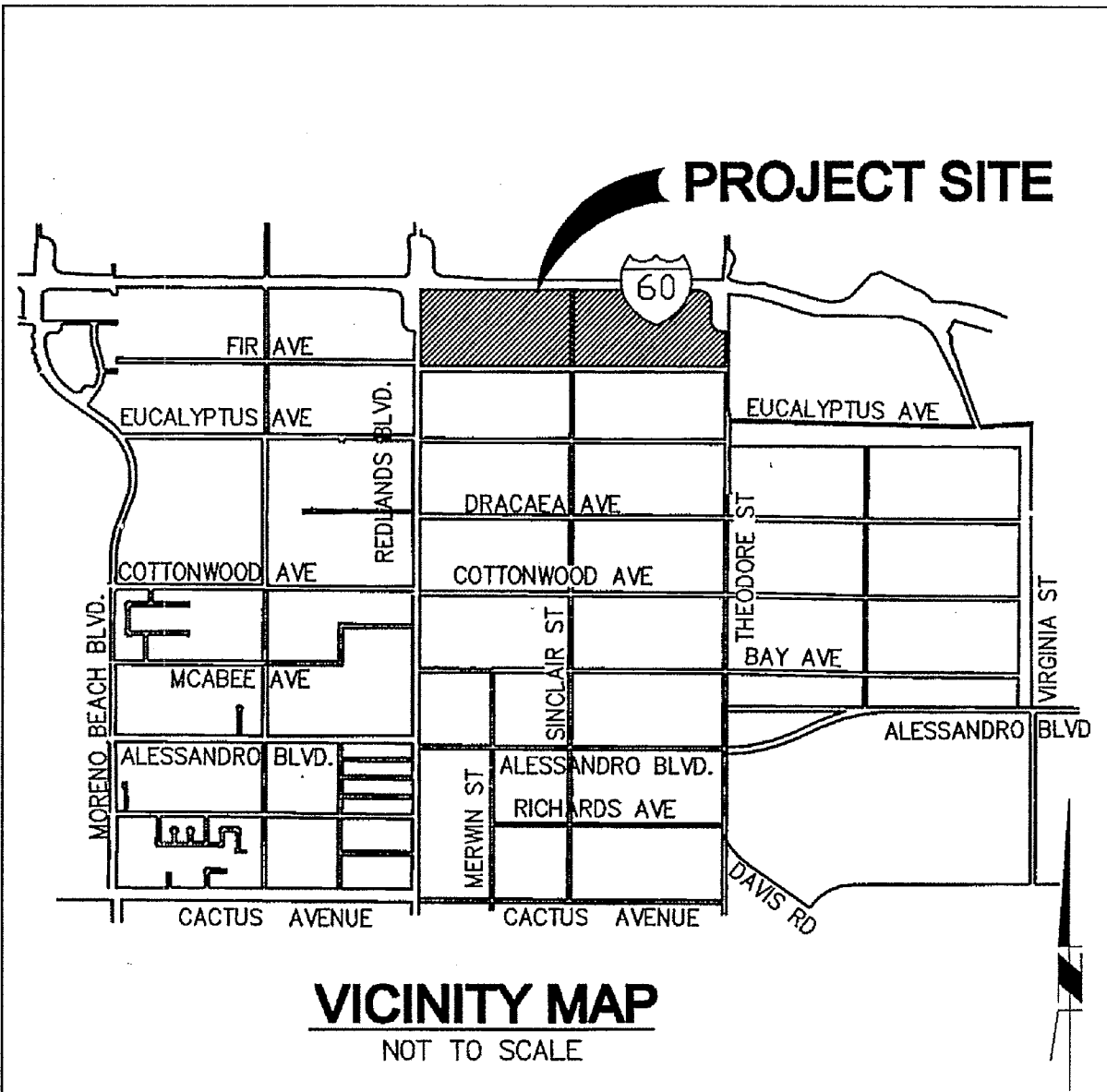
Department Head Approval  
Chris A. Vogt, P.E..  
Public Works Director/City Engineer

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

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

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

**PA07-0090  
VICINITY MAP**

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**DEVELOPMENT IMPACT FEES  
IMPROVEMENT CREDIT AGREEMENT**

**NUMBER D11-001**

**PA07-0090, Parcel Map 35629, Construction Phase 1  
PA07-0091, Plot Plan for Skechers Building (1,820,000-SQ FT)**

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

**RECITALS**

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated August 25, 2010, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

Exhibit "B"

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

**1.0 General Provisions.**

**1.1 Incorporation of Recitals.** The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

**1.2 Incorporation of the Agreement for Public Improvements.** The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

**2.0 DIF Obligation.**

**2.1 Developer's DIF Obligation.** Developer hereby agrees and accepts that, as of December 20, 2010, the Developer is obligated to pay DIF for the Project to City in the amount of Three Million Three Hundred Eighty Eight Thousand Eight Hundred Forty dollars (\$3,388,840) (hereinbefore and hereinafter referred to as the "DIF Obligation") the "Street" component of the DIF Obligation being \$2,331,420, the "Traffic Signal" component of the DIF Obligation being \$353,080, and the "Interchange Improvements" component of the DIF Obligation being \$354,900.

**2.2 Effect of Agreement.** Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact

Fees,” or Chapter 3.42 “Commercial and Industrial Development Impact Fees,” and that this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

**3.0 DIF Credit Limitations.**

**3.1 Calculation of DIF Credit.** Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 “Credit for Improvements Provided by Developers” (residential), or 3.42.110 “Credit for Improvements Provided by Developers” (commercial and industrial), and in accordance with the City’s Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the “Credit and Reimbursement Policy”) and in consideration of Developer’s obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

**3.2 Effect of Agreement.** Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.



#### **4.0 DIF Credit**

**4.1 Maximum DIF Credit.** City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

**4.2 DIF Credit Offset to DIF Obligation.** The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

**4.3 Submittal Timeframe.** The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such

documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

**4.4 DIF Credit Calculation (*completed by City*).**

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

**4.5 Reconciliation - Final DIF Credit.** If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer may be eligible for a Reimbursement Agreement, to the extent

applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

**4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.**

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

**5.0 No Interest.** Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

**6.0 Term of Agreement.** For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

**7.0 General.**

**7.1 Assignment.** Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

**7.2 Amendment.** This Agreement may only be amended in writing signed by the Parties.

**7.3 Law, Venue and Jurisdiction.** This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

**7.4 Notices.** Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City:           City Engineer  
                  City of Moreno Valley  
                  Post Office Box 88005  
                  Moreno Valley, California 92552-0805

Developer: Iddo Benzeevi, President and CEO

HF Logistics – SKX T1, LLC

14225 Corporate Way

Moreno Valley, CA 92553

**7.5 Entire Agreement.** This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

**(SIGNATURE PAGE TO FOLLOW)**

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,  
a California municipal corporation

HF Logistics-SKX T1, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Chris A. Vogt

By: Jedd Benzer

Its: \_\_\_\_\_

Its: President & CEO

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

Date: 6/21/2011

ATTEST: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

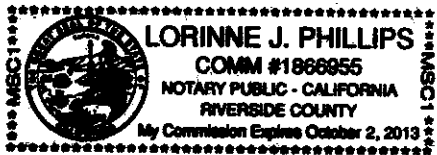
State of California

County of RIVERSIDE

On 6-21-11 before me, LORINNE J. PHILLIPS NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared IDDO BENZEEVI  
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.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: REVISED DIF CREDIT AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**EXHIBIT "A"**

**PUBLIC IMPROVEMENT AGREEMENT  
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

**EXHIBIT "A"**



DOC # 2010-0431732

09/08/2010 08:00A Fee:NC

Page 1 of 80

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording requested by and when recorded, mail to:  
City Clerk  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

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Agreement for a portion of Phase 1 Public Improvements – PA07-0090 (TPM 35629)  
APN 488-350-001

Title of Document

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

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

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR A PORTION OF PHASE 1 PUBLIC IMPROVEMENTS  
FOR  
PROJECT NO. PA07-0090 (TENTATIVE PARCEL MAP 35629)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and HF Logistics-SKX T1, LLC herein after called Developer, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division, known as PA07-0090 (Tentative Parcel Map 35629) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for the portion of Phase 1 as listed below which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code.

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

**Eucalyptus Avenue – Phase 1 Street Improvement Plans (A-1)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-1 and location map labeled Exhibit B-1 attached hereto, is the sum of TWO MILLION SEVEN HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 Dollars (\*\*\$2,778,000.00 \*\*).

**Theodore Street – Phase 1 Street Improvement Plans (A-2)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-2 and location map labeled Exhibit B-2 attached hereto, is the sum of EIGHT HUNDRED TWENTY-ONE THOUSAND AND NO/100 Dollars (\*\*\$821,000.00 \*\*).

**Eucalyptus Avenue – Phase 1 Off-site Sewer Improvement Plans (A-3)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-3 and location map labeled Exhibit B-3 attached hereto, is the sum of FOUR HUNDRED SIXTY-SEVEN THOUSAND AND NO/100 Dollars (\*\*\$467,000.00 \*\*).

**Eucalyptus Avenue – Phase 1 Off-site Water Improvement Plans (A-4)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-4 and location map labeled Exhibit B-4 attached hereto, is the sum of ONE MILLION FIFTY THOUSAND AND NO/100 Dollars (\*\*\$1,050,000.00 \*\*).

**Eucalyptus Avenue – Phase 1 Off-site Recycled Water Improvement Plans (A-5)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-5 and location map labeled Exhibit B-5 attached hereto, is the sum of FOUR HUNDRED THIRTY-FOUR THOUSAND AND NO/100 Dollars (\*\*\$434,000.00 \*\*).

**Parcel Map 35629 – Sinclair Off-site Water Improvement Plans (A-6)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-6 and location map labeled Exhibit B-6 attached hereto, is the sum of SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (\*\*\*\$725,000.00 \*\*\*).

**Redlands Boulevard – Phase 1 Water Improvement Plans (A-7)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-7 and location map labeled Exhibit B-7 attached hereto, is the sum of ONE HUNDRED SEVENTY-ONE THOUSAND AND NO/100 Dollars (\*\*\*\$171,000.00 \*\*\*).

**Parcel Map 35629 – Monumentation (A-8)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-8 attached hereto, is the sum of FORTY TWO THOUSAND AND NO/100 Dollars (\*\*\*\$42,000.00 \*\*\*).

**Eucalyptus Avenue – Phase 1 Electrical Improvement (A-9)**

The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A-9 attached hereto, is the sum of EIGHT HUNDRED FORTY-NINE THOUSAND AND NO/100 Dollars (\*\*\*\$849,000.00 \*\*\*).

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

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

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

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

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

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

substitute the form of security, in accordance with the Moreno Valley Municipal Code, at anytime during the term of this agreement, subject to approval of the City Engineer and City Attorney. As this project is very unique in both the size and the timing of construction activities, as well as being considered eligible for Time and Material (T&M) fee collection, it has been determined by the City Engineer that the project may receive incremental reductions to each of the securities ensuring the construction of the associated public improvements. At twenty percent (20%) completion, forty percent (40%) completion, sixty percent (60%) completion and eighty percent (80%) completion of the public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibits A-1 through A-8) and upon written request by the Developer for a partial reduction of the security, the bonding company shall be instructed by the City Engineer in writing to reduce an amount in the bond not to exceed twenty percent (20 %) increments of the original amount established for the bond, provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. The remaining percentage of the bond securing the estimated cost of labor and materials shall be released to the Developer no sooner than 90 days after acceptance of the improvements by the City. After one hundred percent (100%) completion of the public improvements and formal acceptance of the improvements by the City Council, ten percent (10%) of the original bond amount for the faithful performance shall be retained until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work.

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

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

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

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

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

**Developer:**  
HF LOGISTICS-SKX T1, LLC,  
14225 Corporate Way  
Moreno Valley, California 92553

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

Date approved by the City: 8/24/2010

HF LOGISTICS-SKX T1, LLC:  
Developer

BY: Iddo Benzevi  
Signature

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

Iddo Benzevi  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

President + CEO  
Title

\_\_\_\_\_  
Title

ATTEST:  
CITY CLERK  
OF THE CITY OF MORENO VALLEY

CITY OF MORENO VALLEY

By: Diane Halstey  
City Clerk

By: Bonnie Stehman  
Mayor

(SEAL)

APPROVED AS TO FORM:  
CITY ATTORNEY

Date: 8-25-10

By: Richard Bryant  
Deputy City Attorney

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

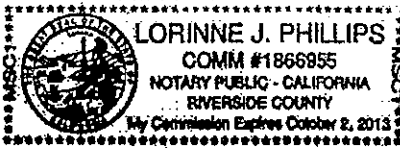
On 8.2.10 before me,

Lorinne J. Phillips, Notary Public  
Here, Insert Name and Title of the Officer

personally appeared

Iddo Benzeevi  
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.

WITNESS my hand and official seal.

Signature: Lorinne J. Phillips  
Signature of Notary Public

Place Notary Seal and/or Stamp Above.

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: AGREEMENT - PARTIAL OF PH. I. PUBLIC IMPROV.

Document Date: NONE AT THIS TIME Number of Pages: \_\_\_\_\_

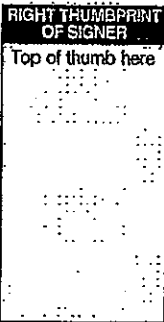
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: IDDO BENZEEVI Signer's Name: \_\_\_\_\_

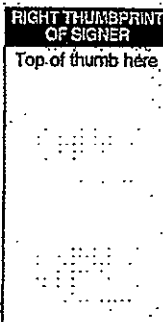
Corporate Officer — Title(s): PRES. & CEO  Corporate Officer — Title(s): \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_

8/2/10  
UBG

ENGINEER'S ESTIMATE

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans  
PA07-0090

DATE: 07/30/10  
PREPARED BY: Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Street Work - Non DIF Non TUMF</b>				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	268226	Thickness (ft.)		
		S.F.	19446 Ton	33.00
A.C. - Street 1	268226	Thickness (ft.)		641,718
		S.F.	9723 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
<b>Street Work - DIF</b>				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 1	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
<b>Street Work - TUMF</b>				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 1	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 2	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 3	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton	33.00
A.C. - Street 4	0	Thickness (ft.)		0
	0	S.F.	0 Ton	80.00
			<b>SUBTOTAL:</b>	<b>1,419,558</b>

8/2/10  
VBC

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans  
PUBLIC STREET WORK

DATE: 6/7/30/10  
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<i>Pavement</i>				
Grind & Pave 0.15'	75	S.F.	3.25	244
A.C. Cap/Overlay	0	Ton	80.00	0
Sunry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	14	EA.	800.00	11,200
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
<i>Concrete</i>				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3400	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	5117	L.F.	25.00	127,925
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	534	L.F.	12.00	6,408
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
<i>Miscellaneous</i>				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			<b>SUBTOTAL</b>	<b>380,331</b>
<b>Traffic Improvements (Plan Checked by Trans. Eng'g staff/Inspected by LDD staff)</b>				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	0	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	0	L.S.	-	28,396
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	-	0
Street Name Sign	0	EA.	500.00	500
Stop Sign	0	EA.	200.00	200
Signs and Posts	0	EA.	200.00	5,400
Signs and Posts (DIF Street - )	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	0	0
Traffic Signal PB-Adjust to Grade	0	EA.	600.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	9,000
			<b>SUBTOTAL:</b>	<b>140,806</b>
<b>Bondable Street Work Only (not plan checked)</b>				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			<b>SUBTOTAL:</b>	<b>0</b>



8/2/10  
VBC

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans DATE: 07/30/10  
PREPARED BY: Patrick Revere

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	33829	S.F.	6.00	202,938
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	24	EA.	6,000.00	144,000
SPECIAL DISTRICTS SUBTOTAL:				346,938
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	0
MVU SUBTOTAL:				0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Exsting Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

8/2/10  
VBC

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10  
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	124	L.F.	30.00	4,020
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2' X 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3' X 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
<b>Manholes</b>				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	6500.00	0
Catch Basin (7')	0	EA.	6700.00	0
Catch Basin (10')	0	EA.	8000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (DIF St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	10,500
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	5	EA.	1800.00	9,000



8/2/10  
VBC

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10  
PREPARED BY: Patrick Rovere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	55.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0	0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
<b>Services Connections</b>				
1" Service	0	EA.	800.00	0
1" Service w 5/8" meter	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
<b>Water Meters - Water System</b>				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
Adjust Water Meter Box	0		235.00	0
	0		0.00	0
<b>Hot Tap Connections - Water System</b>				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Adjust Water Meter Box to Grade	0	EA.	150.00	0
	0		0.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

8/2/10  
VBCG

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans

DATE: 07/30/10  
PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipos - Sewer System</b>				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	180.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	26.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
<b>Cleans Outs - Sewer System</b>				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
<b>Manholes - Sewer System</b>				
Standard Manhole 48"	0	EA.	3,140.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
	0		30.00	0
<b>Miscellaneous - Sewer System</b>				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

EXHIBIT "A-1"  
ENGINEER'S ESTIMATE

Sheet 8 of 8

8/2/10  
VBCG

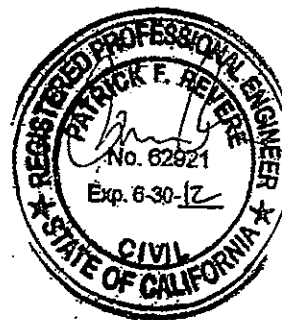
CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: Eucalyptus Avenue - Phase I Street Improvement Plans      DATE: 07/30/10  
PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$1,419,558
OFFSITE STREET WORK	:	\$380,331
SPECIAL DISTRICTS	:	\$346,938
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$27,265
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$140,906
BONDABLE WORK (not plan checked)	:	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$2,314,998
+20% CONTINGENCY:		\$463,000
<u>GRAND TOTAL:</u>		\$2,777,997

BOND AMOUNT: \$2,778,000



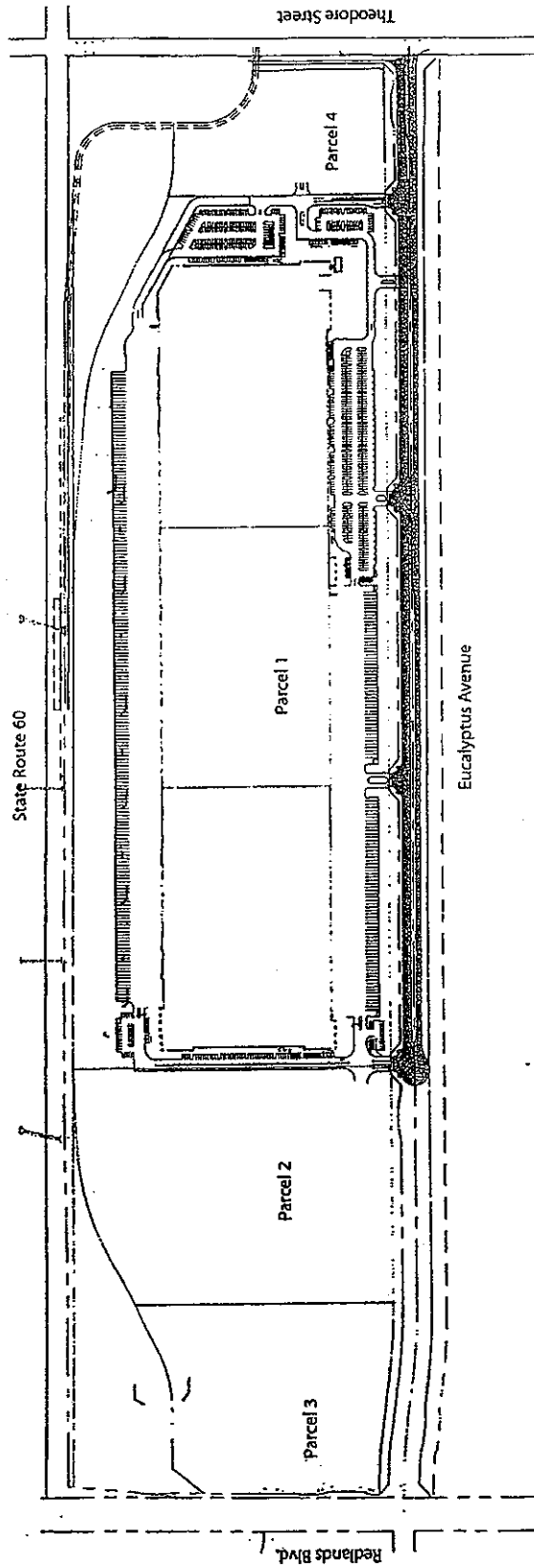


EXHIBIT "B-1"

HFCP-Eucalyptus Phase 1 Street Improvements

**EXHIBIT "B"**  
**DIF IMPROVEMENTS**

**EXHIBIT "B"**



Eucalyptus  
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT:

DIF Credit - TPM 35629  
PA07-0090

DATE:

02/08/11

PREPARED BY:

Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 1		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 1		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 2		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 2		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 3		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 3		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 4		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 4		Thickness (ft.)		
		S.F.	80.00	0
Street Work - DIF				
Roadway Excavation	14901	C.Y.	29.00	432,140
A.B. Class II - Eucalyptus	1	Thickness (ft.)		
	268225	S.F.	33.00	641,718
A.C. - Eucalyptus	0.5	Thickness (ft.)		
	268225	S.F.	80.00	777,840
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Theodore		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Theodore		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 3		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 3		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 4		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 4		Thickness (ft.)		
		S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 1		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 1		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 2		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 2		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 3		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 3		Thickness (ft.)		
		S.F.	80.00	0
Roadway Excavation		C.Y.	29.00	0
A.B. Class II - Street 4		Thickness (ft.)		
		S.F.	33.00	0
A.C. - Street 4		Thickness (ft.)		
		S.F.	80.00	0
			<b>SUBTOTAL:</b>	<b>1,851,696</b>

ENGINEER'S ESTIMATE

DATE: 02/08/11  
 PREPARED BY: Patrick Revere

PROJECT: DIF Credit - TPM 35629 PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<i>Pavement</i>				
Grind & Pave 0.10'	75	S.F.	3.00	225
Grind & Pave 0.20'	0	S.F.	3.50	0
Sturry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	75	L.F.	3.00	225
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust MH to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
<b>Concrete</b>				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	3490	L.F.	30.00	104,700
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	22023	S.F.	4.25	93,598
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1080	S.F.	6.50	7,020
Driveway Approach - 8"	782	S.F.	10.50	8,211
Wheelchair Ramp	8	EA.	2,600.00	20,800
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
<b>Miscellaneous</b>				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry; 6' Maximum	0	L.F.	100.00	0
Walls - Retaining; 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			<b>SUBTOTAL</b>	<b>234,779</b>
<b>Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/Inspected by LDD staff)</b>				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	0	0
Traffic Striping (DIF Street Eucalyplus)	1	L.S.	28,391	28,391
Street Name Sign	2	EA.	500.00	1,000
Stop Sign	1	EA.	200.00	200
Signs and Posts	27	EA.	200.00	5,400
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10,000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			<b>SUBTOTAL:</b>	<b>34,991</b>
<b>Bondable Street Work Only (not plan checked)</b>				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

PROJECT: DIF Credit - TPM 35629 ENGINEER'S ESTIMATE DATE: 02/08/11  
 PREPARED BY: Patrick Revere  
 PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				0
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	0
MVU SUBTOTAL:				0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

ENGINEER'S ESTIMATE

PROJECT:

Dif Credit - TPM 35629

DATE: 02/08/11

PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Pipe</i>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	2514	L.F.	160.00	402,240
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	1814	L.F.	190.00	344,660
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 60	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
<i>Manholes</i>				
Manhole No. 1	8	EA.	5000.00	40,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	5	EA.	10000.00	50,000
	0		0.00	0
<i>Catch Basins</i>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	7	EA.	535.00	3,745
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	7	EA.	5500.00	38,500
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0

PROJECT: DIF Credit - TPM 35629

ENGINEER'S ESTIMATE

DATE: 02/08/11  
 PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Structures</i>				
Outlet Structure	0	EA.	8000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
<i>Drains</i>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
V Gutter	0	S.F.	10.00	0
	0		0	0
<i>Miscellaneous</i>				
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Access Opening	0		15000.00	0
			SUBTOTAL:	879.145

PROJECT: DIF Credit -- TPM 35629

ENGINEER'S ESTIMATE

DATE: 02/08/11  
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0.	0
<b>Valves - Water System</b>				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	6,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants		EA.	4,000.00	0
6" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
<b>Services Connections</b>				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
<b>Water Meters - Water System</b>				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	1,600.00	0
<b>Hot Tap Connections - Water System</b>				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	0
Water Service		EA.	330.00	0
			0.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block		CY	150.00	0
Jack & Bore		L.F.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Cap - 18" Water	725 SF x .66 LF = 479 CF = 17.7 CY	CY	300.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

PROJECT: DIF Credit -- TPM 35629 ENGINEER'S ESTIMATE DATE: 02/08/11  
 PREPARED BY: Patrick Revere  
 PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>Pipes - Sewer System</i>				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
<i>Cleans Outs - Sewer System</i>				
Clean-outs		EA.	730.00	0
Clean Out Laterat		EA.	200.00	0
			0.00	0
<i>Manholes - Sewer System</i>				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechanel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
<i>Miscellaneous - Sewer System</i>				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

ENGINEER'S ESTIMATE  
 CITY OF MORENO VALLEY  
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
 BOND COMPUTATION SHEET

PROJECT: DIF Credit -- TPM 35629 DATE: 02/08/11  
 PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$1,851,698
OFFSITE STREET WORK	:	\$234,779
SPECIAL DISTRICTS	:	\$0
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$879,145
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$34,991
BONDABLE WORK (not plan checked)	:	\$0

TOTAL COST (VALUE) OF IMPROVEMENTS:			\$3,000,613
Planning Cost	10 %	\$3,000,613	\$300,061
Engineering Cost	25 %	\$3,000,613	\$750,153
Contingency Cost	10 %	\$3,000,613	\$300,061
ROW Cost	424,867 SF @ \$ 5.00		\$2,124,335

TOTAL AMOUNT: \$6,475,224





Insert Engineer's Cost Estimate for Traffic Signal Interconnect

ENGINEER'S ESTIMATE

PROJECT:

DJF Credit - TPM 35629 (Traffic Signal Interconnect)  
PA07-0890

DATE:

02/24/11

PREPARED BY:

Patrick Revere

PUBLIC PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 1				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 2				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Street Work - DIF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Eucalyptus				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Eucalyptus				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Theodore				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Theodore				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Street Work - TUMF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 1				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 2				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 3				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
A.C. - Street 4				
Thickness (ft.)	0	Ton	33.00	0
S.F.	0	Ton	80.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

ENGINEER'S ESTIMATE

PROJECT:

DIF Credit -- TPM 35629 (Traffic Signal Interconnect)  
PUBLIC STREET WORK

DATE: 02/14/11  
PREPARED BY: Patrick Revere

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<i>Pavement</i>				
Grind & Pave 0.10'	0	S.F.	3.00	0
Grind & Pave 0.20'	0	S.F.	3.50	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	0	L.F.	3.00	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	500.00	0
Remove & Dispose Existing Pavement & Base	0	SF	28.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
<i>Concrete</i>				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	0	L.F.	25.00	0
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	0	S.F.	4.25	0
Sidewalk (DIF Street Name)	0	S.F.	4.25	0
Sidewalk (TUMF Street Name)	0	S.F.	4.25	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	0	S.F.	6.50	0
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	0	EA.	2,600.00	0
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
<i>Miscellaneous</i>				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Erosion Control	0	AC	5,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Emergency Vehicle Median Access	0	S.F.	11.00	0
10' Recreational Trail	0	S.F.	2.50	0
			<b>SUBTOTAL</b>	<b>0</b>
<b>Traffic Improvements (Plan Checked by Trans. Eng'rg.staff/inspected by LDD staff)</b>				
Traffic Signal (Interconnect, Controller)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect	0	L.F.	30.00	97,410
Traffic Striping/raised pavement markers	0	L.S.	-	0
Traffic Striping (DIF Street Eucalyptus)	0	L.S.	-	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street -)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	0	0
Traffic Control (DIF Street Name)	0	L.S.	10,000	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
Standard Pipe Gate	0	EA.	3,000.00	0
			<b>SUBTOTAL:</b>	<b>97,410</b>
<b>Bondable Street Work Only (not plan checked)</b>				
Undergrounding of Utilities	0	L.F.	196.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Mailbox	0	EA.	350.00	0
Relocate Cluster Mailbox	0	EA.	1,200.00	0
Monuments	0	EA.	300.00	0
Relocate Trees	0	EA.	2,500.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect) ENGINEER'S ESTIMATE DATE: 02/14/11  
 PREPARED BY: Patrick Revere  
 PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	0	EA.	5,000.00	0
Street Lights (22000 lumen)	0	EA.	6,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				0
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	0
MVU SUBTOTAL:				0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination, Design)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	0	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

PROJECT:

ENGINEER'S ESTIMATE  
DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11  
PREPARED BY: Patrick Revere

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
6' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2' X 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3' X 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
<b>Manholes</b>				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6700.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21') (Dif St-Perris Blvd)	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
12"x12" Grate Basin	0	EA.	1800.00	0



PROJECT:

ENGINEER'S ESTIMATE  
DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE: 02/14/11  
PREPARED BY: Patrick Revere

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900		L.F.	25.00	0
6" PVC C-900		L.F.	30.00	0
8" PVC C-900		L.F.	35.00	0
10" PVC C-900		L.F.	40.00	0
12" PVC C-900		L.F.	55.00	0
16" PVC C-900		L.F.	90.00	0
18" PVC C-900		L.F.	135.00	0
20" PVC C-900		L.F.	180.00	0
		L.F.	0	0
<b>Valves - Water System</b>				
4" Gate Valve		EA.	715.00	0
6" Gate Valve		EA.	830.00	0
8" Gate Valve		EA.	1,340.00	0
10" Gate Valve		EA.	1,500.00	0
12" Gate Valve		EA.	2,300.00	0
16" Gate Valve		EA.	6,270.00	0
18" Gate Valve		EA.	14,300.00	0
4" Butterfly Valve		EA.	330.00	0
6" Butterfly Valve		EA.	520.00	0
8" Butterfly Valve		EA.	990.00	0
10" Butterfly Valve		EA.	1,200.00	0
12" Butterfly Valve		EA.	1,800.00	0
16" Butterfly Valve		EA.	2,700.00	0
18" Butterfly Valve		EA.	2,800.00	0
20" Butterfly Valve		EA.	4,200.00	0
24" Butterfly Valve		EA.	5,200.00	0
1" Air Vac Release		EA.	2,400.00	0
2" Air Vac Release		EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover		EA.	4,300.00	0
4" Blow Off		EA.	3,500.00	0
6" Blow Off		EA.	4,000.00	0
6" Backflow Preventor, Pad & Cover		EA.	6,300.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants		EA.	4,000.00	0
6" Super Fire Hydrants		EA.	4,500.00	0
			0.00	0
<b>Services Connections</b>				
1" Service		EA.	800.00	0
1" Service w 5/8" meter		EA.	2,000.00	0
1 1/2" Service		EA.	1,100.00	0
2" Service		EA.	1,600.00	0
4" Service		EA.	2,100.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"		EA.	120.00	0
Misc. Fittings 6"		EA.	160.00	0
Misc. Fittings 8"		EA.	200.00	0
Misc. Fittings 10"		EA.	240.00	0
Misc. Fittings 12"		EA.	750.00	0
Misc. Fittings 18"		EA.	1,000.00	0
<b>Water Meters - Water System</b>				
5/8" Meter		EA.	230.00	0
1" Meter		EA.	320.00	0
1 1/2" Meter		EA.	420.00	0
2" Meter		EA.	525.00	0
Adjust Water Meter Box		EA.	235.00	0
3" Meter		EA.	800.00	0
<b>Hot Tap Connections - Water System</b>				
6" Hot Tap		EA.	1,750.00	0
8" Hot Tap		EA.	2,200.00	0
12" Hot Tap		EA.	3,150.00	0
Hot Tap Service Clamp		EA.	1,000.00	0
Water Service		EA.	330.00	0
			0.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block		CY	150.00	0
Jack & Bore		L.F.	300.00	0
Joint at Existing 8"		EA.	650.00	0
Adjust Water Meter Box to Grade		EA.	150.00	0
Concrete Curb 18" Water, 7.25' SP, 2.66' DE #179 CF = 17.7 CY		CY	300.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

ENGINEER'S ESTIMATE

PROJECT:

DIF Credit -- TPM 35629 (Traffic Signal Interconnect)

DATE:

02/14/11

PREPARED BY: Patrick Revere

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Sewer System</b>				
4" V.C. Pipe		L.F.	25.00	0
6" V.C. Pipe		L.F.	40.00	0
8" V.C. Pipe		L.F.	55.00	0
10" V.C. Pipe		L.F.	60.00	0
12" V.C. Pipe		L.F.	70.00	0
15" V.C. Pipe		L.F.	80.00	0
18" V.C. Pipe		L.F.	160.00	0
21" V.C. Pipe		L.F.	180.00	0
24" V.C. Pipe		L.F.	195.00	0
27" V.C. Pipe		L.F.	215.00	0
30" V.C. Pipe		L.F.	235.00	0
33" V.C. Pipe		L.F.	280.00	0
36" V.C. Pipe		L.F.	300.00	0
4" SDR - 35		L.F.	25.00	0
6" SDR - 35		L.F.	30.00	0
8" SDR - 35		L.F.	35.00	0
10" SDR - 35		L.F.	45.00	0
12" SDR - 35		L.F.	54.00	0
15" SDR - 35		L.F.	90.00	0
Concrete Encasement		L.F.	20.00	0
			0.00	0
<b>Cleans Outs - Sewer System</b>				
Clean-outs		EA.	730.00	0
Clean Out Lateral		EA.	200.00	0
			0.00	0
<b>Manholes - Sewer System</b>				
Standard Manhole 48"		EA.	3,140.00	0
Standard Manhole 48" Extra Depth		EA.	3,500.00	0
Standard Manhole 60"		EA.	4,500.00	0
Shallow Manhole		EA.	3,300.00	0
Adjust Manhole to Grade		EA.	630.00	0
Tie Into Existing Manhole		EA.	2,100.00	0
Rechannel Existing Manhole		EA.	1,500.00	0
Join Existing 8" Pipe		EA.	1,500.00	0
Join Existing 12" Pipe		EA.	2,000.00	0
			0.00	0
<b>Miscellaneous - Sewer System</b>				
Wyes		EA.	90.00	0
TV Sewer		L.F.	1.20	0
Trench Paving		S.F.	5.00	0
Pavement Replacement		S.F.	3.00	0
			<b>SUBTOTAL:</b>	<b>0</b>



ENGINEER'S ESTIMATE  
 CITY OF MORENO VALLEY  
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
 BOND COMPUTATION SHEET

PROJECT: DIF Credit -- TPM 35629 (Traffic Signal Interconnect)      DATE: 02/14/11  
 PREPARED BY: Patrick Revere

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$0
OFFSITE STREET WORK	:	\$0
SPECIAL DISTRICTS	:	\$0
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$0
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$0
TRAFFIC IMPROVEMENTS	:	\$97,410
BONDABLE WORK (not plan checked)	:	\$0

TOTAL COST (VALUE) OF IMPROVEMENTS: \$97,410

Planning Cost	10 %	\$97,410	\$9,741
Engineering Cost	25 %	\$97,410	\$24,353
Contingency Cost	10 %	\$97,410	\$9,741
ROW Cost	5.00 %	\$5,000	\$0

TOTAL AMOUNT: \$141,245



**EXHIBIT "C" – DIF Credit Calculation Table**

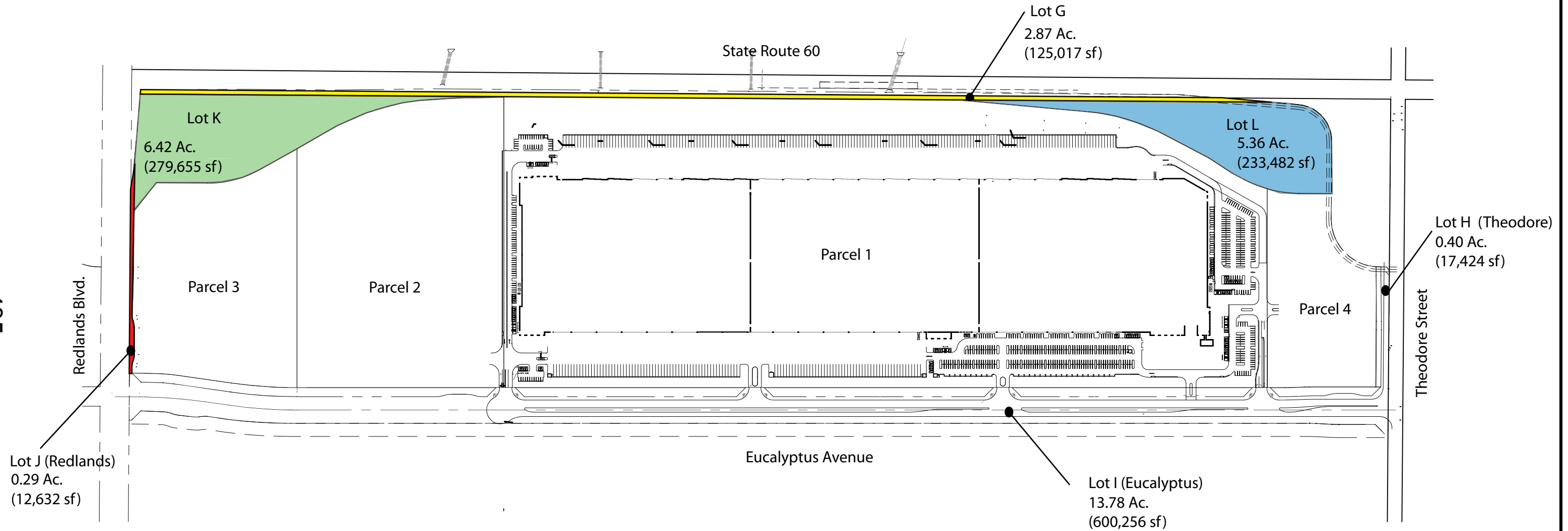
Item	Process for DIF Credit Calculation	Streets	Traffic Signals <sup>(1)</sup>	Police	Fire	Libraries	Parks	Community / Rec Centers	Public Facilities <sup>(2)</sup>	Intchange Imprvmnts	Electric Utility
1	Engineer's Estimate	\$6,475,224	\$141,245	\$0	\$0	\$0	\$0	\$0	\$0	\$2,570,000	\$0
2	Project costs as identified in DIF study	\$5,003,042	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,167,408	\$0
3	Actual DIF Obligation	\$2,331,420	\$353,080	\$76,440	\$105,560	\$0	\$0	\$0	\$167,440	\$354,900	\$0
4	<b>Developer's Credit Amount<sup>(3)</sup> - Least of Lines 1, 2 &amp; 3</b>	\$2,331,420	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	\$354,900	\$0

(1) Line items 1 and 2 represent approximate amount of communications conduit only, to serve a total of three legs of future signalized intersections.

(2) May include, but not be limited to, City Hall, Corporate Yard, Animal Shelter, and/or maintenance equipment.

(3) Credit amount shall not exceed obligation.

**EXHIBIT "C"**



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**MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report  
of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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**MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report  
of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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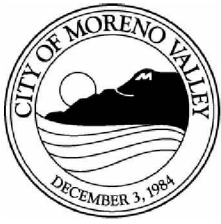


**MINUTES - REGULAR MEETING OF JUNE 14, 2011 (Report  
of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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

## Report to City Council

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**TO:** Mayor and City Council, acting in their respective capacities, as the President and Members of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC)

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

**AGENDA DATE:** June 28, 2011

**TITLE:** CORPORATE YARD OFFICE BUILDING PHASE 1 – OFFER OF DEDICATION – PROJECT NO. 05-4166522 LOCATED ON SANTIAGO STREET EAST OF PERRIS BOULEVARD

**DEVELOPER –** CITY OF MORENO VALLEY, CALIFORNIA  
14177 FREDERICK STREET  
MORENO VALLEY, CA 92552

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### RECOMMENDED ACTION

Staff recommends that the Board of Directors:

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard.
2. Direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

On January 12, 2010, the City Council approved the Agreement for Design Professional Consultant Services to Provide Architectural and Engineering Services (A&E) for the Corporate Yard Phase 1 Office Building and Sewer Line. The Agreement requires that the consultant obtain approval (Planning Application PA10-0013) from the various City departments as part of the design phase of the project. On March 8, 2011, the project received final Conditions of Approval that require the owner (MVPFFC) to record an Offer of Dedication for additional right-of-way. The additional right-of-way will be at the two proposed driveway approaches, located on the north side of Santiago Drive east of Perris Boulevard, in accordance with the City Standard for a commercial driveway approach.

## **DISCUSSION**

The owner, Moreno Valley Public Facilities Financing Corporation (MVPFFC), is required to dedicate four (4) feet of right-of-way around the driveway approaches, at the proposed project entrances on Santiago Drive, to accommodate a public sidewalk for pedestrian circulation in accordance with City Standards. The Offer of Dedication is necessary to construct public improvements along the driveway entrances to match the existing street improvements immediately to the east and west of the project. Once the Offer of Dedication is executed by the Mayor, the document will be forwarded to the City Engineer to execute the Acceptance Certificates as authorized by Resolution 94-5.

## **ALTERNATIVES**

1. Authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and to direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*
2. Do not authorize the President of the Board of Directors of the Moreno Valley Public Facilities Financing Corporation (MVPFFC) to execute the Offer of Dedication on Santiago Drive east of Perris Boulevard and do not direct the City Clerk to forward the Offer of Dedication to the City Engineer to execute the Acceptance Certificate and to transmit the Offer of Dedication with Acceptance Certificate to the County Recorder's office for recordation. *This alternative would not allow for the necessary public improvements for pedestrian circulation at the proposed driveway locations.*

## **FISCAL IMPACT**

No fiscal impact is anticipated.

**CITY COUNCIL GOALS**

Public Facilities and Capital Projects – Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS**

Attachment A – Vicinity Map

Attachment B – Offer of Dedication

Prepared By  
 Vince Giron  
 Associate Engineer

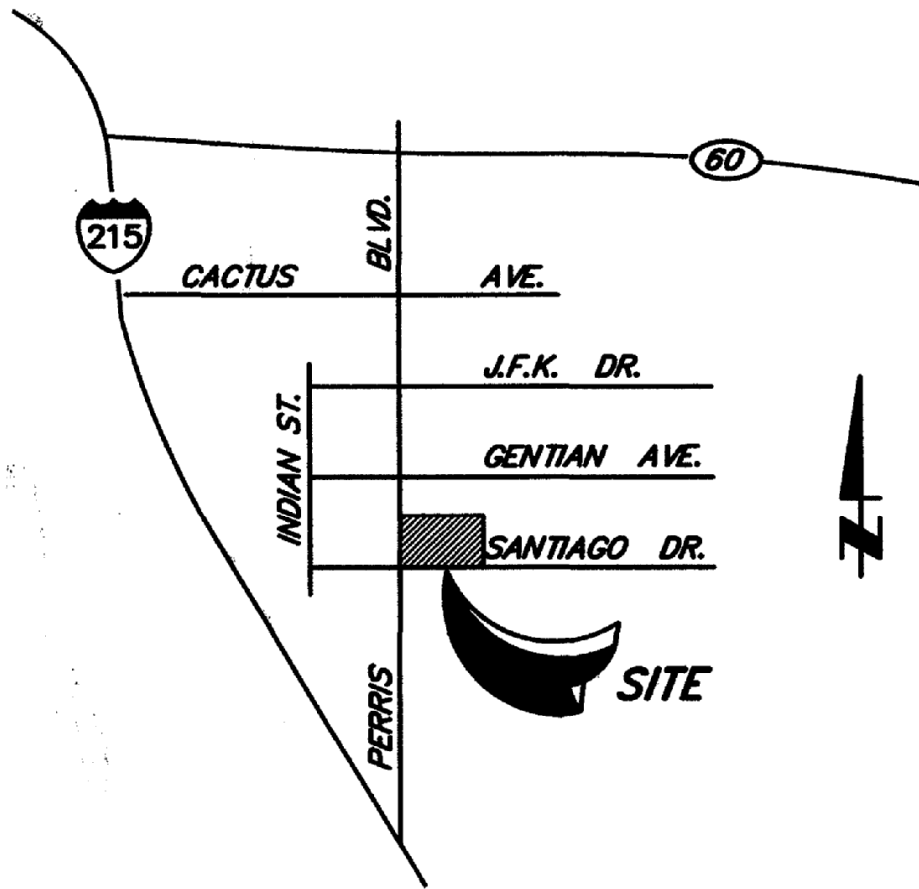
Department Head Approval  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer

Concurred By  
 Clement Jimenez, P.E.  
 Senior Engineer

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

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

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**VICINITY MAP**  
 NOT TO SCALE

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

**PA10-0013**  
**VICINITY MAP**

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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. 486-170-021 & 022

*(Space above this line for Recorder's use)*  
**DOCUMENTARY TRANSFER TAX IS NONE.**  
*Public Agency exempt.  
Revenue and Taxation Code Section 11922*

## ***OFFER OF DEDICATION***

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

### **MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, A NON-PROFIT CORPORATION**

GRANTOR(S) hereby irrevocably offer(s) to DEDICATE to the CITY OF MORENO VALLEY, a municipal corporation, for themselves, successors or assigns a perpetual easement and right of way, subject to the completion of improvements, for public highway purposes, including public utility and public service facilities over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as described in the attached legal description and illustrated on the plats attached hereto and marked Exhibits "A" and "B", respectively.

Moreno Valley Public Facilities Financing Corporation,  
a non-profit Corporation

By: \_\_\_\_\_  
RICHARD A. STEWART, President

Date \_\_\_\_\_

ATTESTS:

JANE HALSTEAD,  
Clerk to the City of Moreno Valley

By: \_\_\_\_\_  
City Clerk

(SEAL)

Attachment "B"

Date \_\_\_\_\_

## ACCEPTANCE CERTIFICATE

This is to certify that the interest in real property conveyed by the deed or grant dated **June 29, 2011** from the **Moreno Valley Public Facilities Financing Corporation, a non-profit Corporation** to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted, subject to completion of improvements, and the street improvements being accepted into and becoming a part of the City maintained street system, by the undersigned City Engineer on behalf of the City of Moreno Valley, pursuant to authority conferred by Resolution No. 94-5 of the City Council of Moreno Valley, adopted on January 25, 1994, and the grantee consented to recordation thereof.

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

By: \_\_\_\_\_  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer  
 City of Moreno Valley

STATE OF CALIFORNIA )  
 County of \_\_\_\_\_ )ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, 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

Place Notary Seal Above

**EXHIBIT "A"**  
**OFFER OF DEDICATION**  
**LEGAL DESCRIPTION**

**PARCEL A**

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF NAN AVENUE AS SHOWN BY MAP OF TRACT NO. 15433-2, ON FILE IN BOOK 151 OF MAPS, PAGES 67 THROUGH 70, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 45°02'14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

**PARCEL B**

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15686, ON FILE IN BOOK 93 OF PARCEL MAPS, PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

**EXHIBIT "A"**  
**OFFER OF DEDICATION**  
**LEGAL DESCRIPTION**

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF SANTIAGO DRIVE AND THE CENTERLINE OF COBRA DRIVE AS SHOWN BY MAP OF TRACT NO. 15433, ON FILE IN BOOK 151 OF MAPS, PAGES 71 THROUGH 75, INCLUSIVE, RECORDS OF SAID RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTH 00°06'15" EAST ALONG A LINE BEING AT RIGHT ANGLES TO SAID CENTERLINE OF SANTIAGO DRIVE, A DISTANCE OF 30.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SANTIAGO DRIVE, BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 30.50 FEET;

THENCE NORTH 45°06'15" EAST, A DISTANCE OF 5.66 FEET, TO A LINE PARALLEL WITH AND DISTANT 4.00' NORTHERLY, MEASURED AT RIGHT ANGLES, OF SAID NORTHERLY RIGHT OF WAY LINE;

THENCE SOUTH 89°53'45" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 47.95 FEET;

THENCE SOUTH 45°02'14" EAST, A DISTANCE OF 5.67 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 89°53'45" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 25.47 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 208 SQUARE FEET, MORE OR LESS.

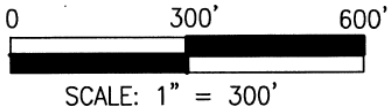
ALL AS SHOWN ON EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

**PREPARED UNDER THE DIRECTION OF:**

*Marissa Crowther* 5-3-11

MARISSA CROWTHER, PLS 6152  
SB&O, INC.  
41689 ENTERPRISE CIRCLE NORTH, SUITE 126  
TEMECULA, CA. 92590

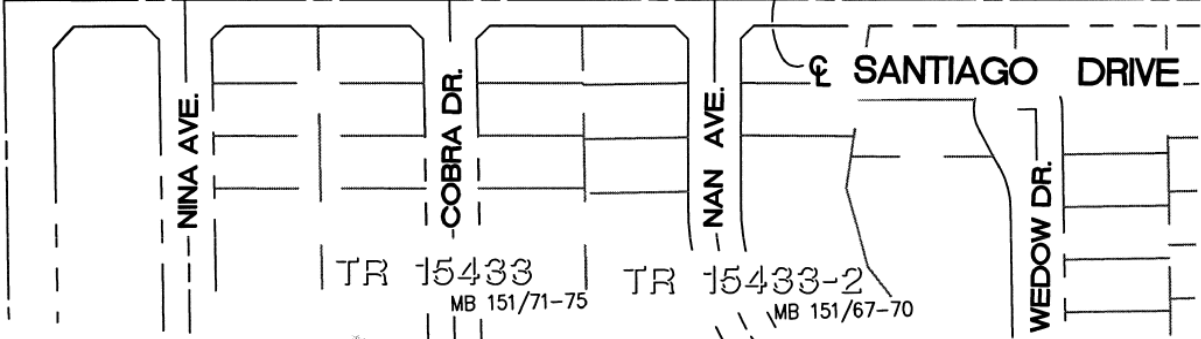
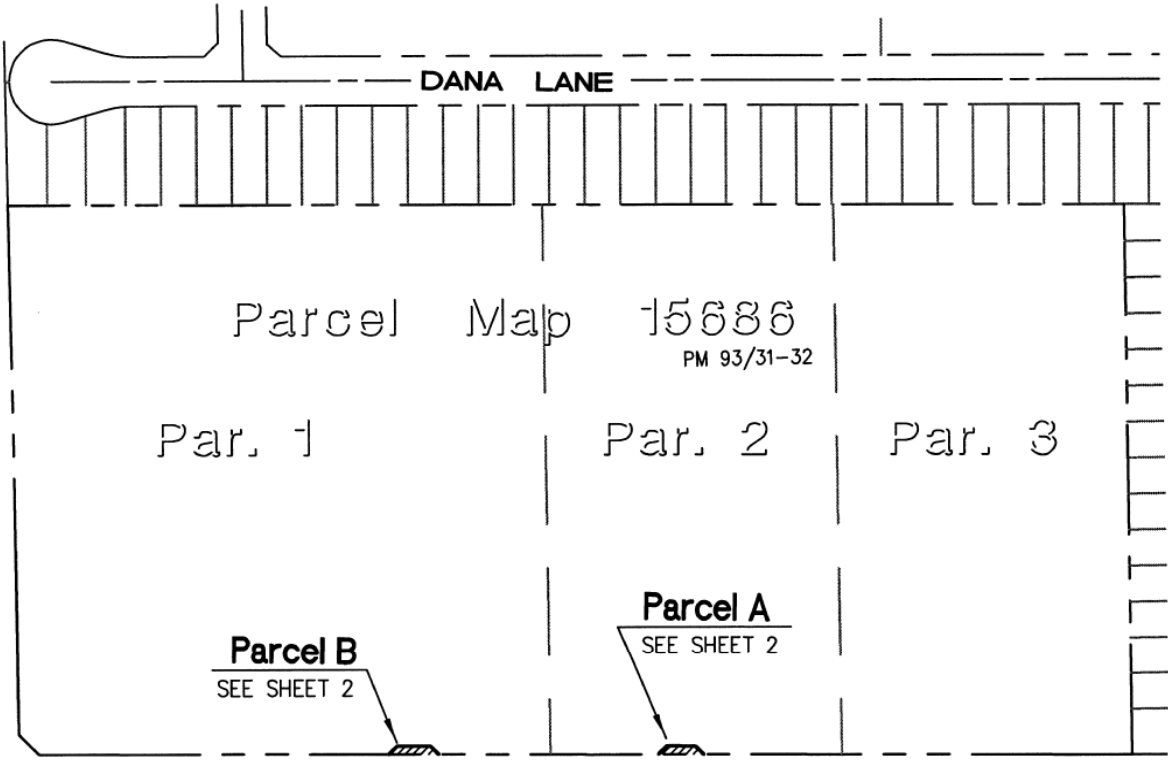




**LEGEND**

- RIGHT OF WAY OR PROPERTY LINE
- CENTERLINE
- AREA TO BE DEDICATED

PERRIS BLVD.

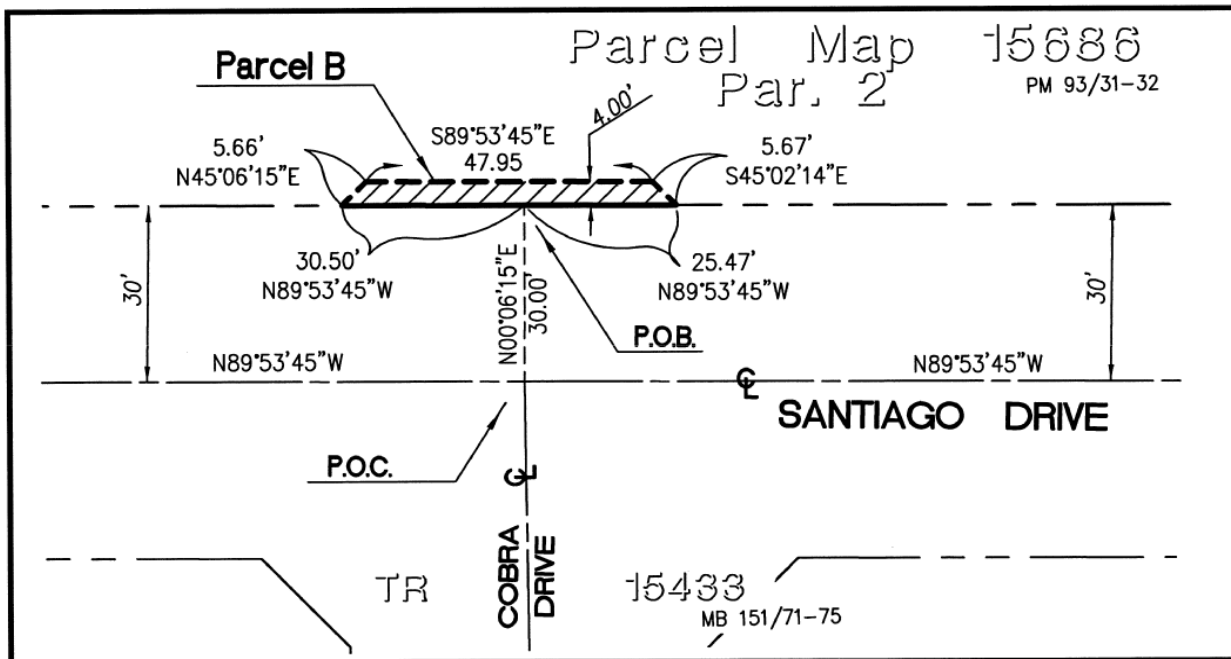
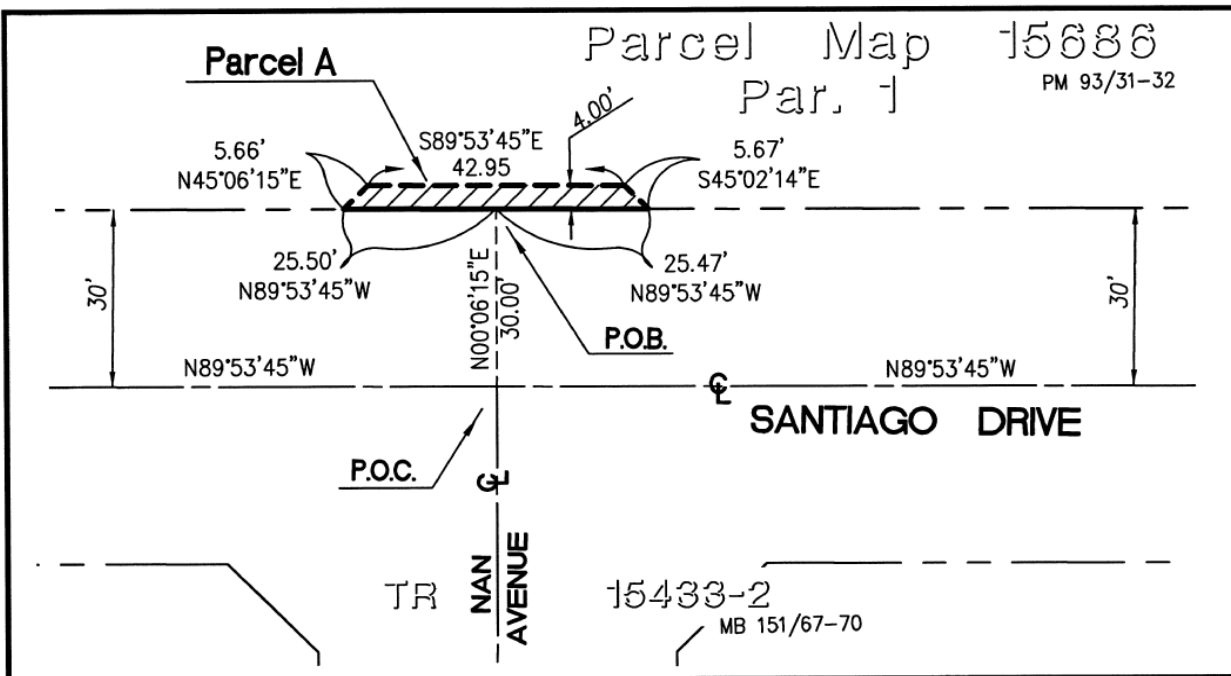
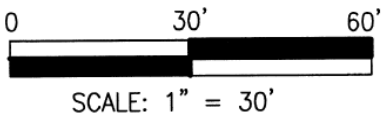


PREPARED UNDER THE DIRECTION OF:  
 S.B. & O., INC.  
 41689 ENTERPRISE CIRCLE NORTH  
 TEMECULA, CA 92590

*Marissa Crowther*  
 MARISSA CROWTHER, PLS 6152 (EXP 3-31-12)

5-3-11  
 DATE

CITY OF MORENO VALLEY CORPORATE YARD DRIVEWAY EASEMENTS	
APRIL 2011	EXHIBIT "B"
SB&O, INC. JN 68251	SHEET 1 OF 2



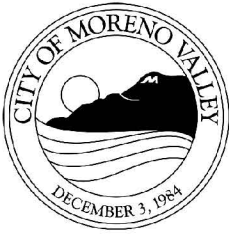
**NOTES:**

1. BEARINGS ARE BASED ON PARCEL MAP 15686.
2. P.O.C. INDICATES POINT OF COMMENCEMENT.
3. P.O.B. INDICATES POINT OF BEGINNING.

**LEGEND**

- RIGHT OF WAY OR PROPERTY LINE
- CENTERLINE
- AREA TO BE DEDICATED

**EXHIBIT "B"**  
SHEET 2 OF 2



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

## Report to City Council

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**TO:** Mayor and City Council 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:** June 28, 2011

**TITLE:** PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR SELECTED TRACTS FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE

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### **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"), after conducting the public hearing for Tracts 19862, 19912, 20941, 21737, 22371, and 31591:

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591;
2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone D annual charges for Tracts 19862, 19912, 20941, 21737, 22371, and 31591.

### **BACKGROUND**

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated

areas. The Zone D program provides parkway landscape maintenance at the entry of a tract, around its perimeter, or in the median adjacent to the tract.

The Moreno Valley CSD provides services through full-cost recovery programs. The annual Zone D parcel charge funds administration and service costs for the landscape maintenance, which include: mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

## **DISCUSSION**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone D program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected tracts to seek approval for an increase to the annual charge to maintain services at the standard service level.

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, mail ballot proceedings are being conducted to allow property owners within Tracts 19862, 19912, 20941, 21737, 22371, and 31591 the opportunity to approve or reject the proposed increase in the CSD Zone D annual parcel charge. The proposed CSD Zone D annual charge for each tract is listed below.

<b>Tract</b>	<b>Number of Parcels</b>	<b>Council District</b>	<b>Location *</b>	<b>2010/11 CSD Zone D Annual Parcel Charge</b>	<b>Proposed 2011/12 CSD Zone D Annual Parcel Charge</b>
19862	35	1	On Ironwood at Weller Place	\$150.80	\$252.00
19912	138	4	Northwest of Kitching & Iris	84.50	129.00
20941	76	3	Northeast of Lasselle & Bay	104.98	166.00
21737	14	1	On Ironwood at Kilgore	214.04	431.00
22371	39	1	Southeast of Eucalyptus & Kitching	291.42	497.00
31591	33	3	Northwest of Eucalyptus & Morrison	462.70	628.00

\* Maps identifying the parcels and landscaped areas are included with each mail ballot packet.



The CSD Zone D charges are subject to an annual inflation adjustment in subsequent years based on the annual 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.

Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 14, 2011 and the Public Hearing on June 28, 2011.

If a tract approves the proposed increase by a simple majority (50%+1) of the returned valid ballots, the proposed CSD Zone D parcel charge will be levied on the 2011/12 Riverside County property tax bill. If a tract does not approve the proposed increase by a simple majority of the returned valid ballots, the current CSD Zone D parcel charge shall continue to be levied on the property tax bill, which includes an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone D (Parkway Landscape Maintenance) Service Plan, General Management Policy #2.30.

If revenues from a tract do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

## **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Tracts 19862, 19912, 20941, 21737, 22371, and 31591 for the proposed increase in the CSD Zone D annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

## **FISCAL IMPACT**

**There is no impact on the General Fund for the operation of the CSD Zone D program.** The CSD provides services through various zones, such as Zone D (Parkway Landscape Maintenance), which are full-cost recovery programs. The collection of the CSD Zone D annual charges are restricted for landscape maintenance services and administration for the CSD Zone D program.

## **CITY COUNCIL GOALS**

**Community Image, Neighborhood Pride, and Cleanliness**

Continuation of the Zone D services in the landscaped areas of the selected tracts shall allow the CSD to maintain the current appearance of the area.

**Revenue Diversification and Preservation**

The proposed CSD Zone D annual charges for the selected tracts are based upon actual costs, which include maintenance and administration.

**SUMMARY**

Six Zone D tracts are being balloted to seek approval for an increase in their CSD Zone D annual charge. The action before the CSD Board is to accept public comments and tabulate the returned ballots for each tract.

**NOTIFICATION**

On May 9, 2011, a ballot packet was mailed to each property owner within the affected tracts. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone D service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each tract is included as Attachments 1 through 6.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

**ATTACHMENTS**

- Attachment 1: Sample mail ballot packet for Tract 19862
- Attachment 2: Sample mail ballot packet for Tract 19912
- Attachment 3: Sample mail ballot packet for Tract 20941
- Attachment 4: Sample mail ballot packet for Tract 21737
- Attachment 5: Sample mail ballot packet for Tract 22371
- Attachment 6: Sample mail ballot packet for Tract 31591

Prepared by:  
Jennifer 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:

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Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19862 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19862 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$8.43 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 1

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19862 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19862. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente \$8.43 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

**Current Charge**

The 2010/11 Tract 19862 annual charge for standard landscape maintenance services is \$150.80 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

**Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$252.00 per parcel. This equates to an estimated annual increase of approximately 67% or \$101.20 per parcel.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 19862.

Per Parcel	
Fiscal Year	Annual Charge
2006-07	\$143.00
2007-08	\$148.00
2008-09	\$148.00
2009-10	\$148.10
2010-11	\$150.80

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19862 es de \$150.80 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$252.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 67% o \$101.20 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19862.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2006-07	\$143.00
2007-08	\$148.00
2008-09	\$148.00
2009-10	\$148.10
2010-11	\$150.80

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$252.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$252.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.









## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)



**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 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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE D, TRACT 19862  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	8,805	Square Feet or 0.20 Acres
 <b>REVENUES</b>		
<b>Proposed Annual Zone D Charge</b>	<b>\$ 252.00</b>	<b>or \$21.00 per month</b>
Number of parcels	35	
<b>Total Revenue</b>	<b>\$ 8,820.00</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 2,472.48	
Water (Eastern Municipal Water District)	855.63	
Electricity	-	(Solar Powered)
Vandalism Repair	81.70	
Repair and Replacement/Miscellaneous Direct Expenses	650.29	
Landscape Inspectors/Technicians and Support Services	3,249.78	
Parts and Equipment	212.99	
Subtotal Direct Costs	\$ 7,522.87	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 154.12	
Special Districts Program Administration	377.95	
City Administration	762.88	
Subtotal Indirect Costs	\$ 1,294.95	
<b>Total Expenses</b>	<b>\$ 8,817.82</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement/Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 19862  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	8,805	Pies Cuadrados
	0.20	Acres

**INGRESOS**

<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 252.00</b>	o <b>\$21.00 mensual</b>
Números de parcelas	35	
<b>Total de Ingresos</b>	<b>\$ 8,820.00</b>	

**EGRESOS**

<b>Costos Directos</b>		
Contrato de Mantenimiento Base	\$ 2,472.48	
Agua (Eastern Municipal Water District)	855.63	
Electricidad (SCE)	-	(Reloj Solar)
Reparación de Vandalismo	81.70	
Reparación o Reemplazo/Egresos Misceláneos Directos	650.29	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	3,249.78	
Partes y Equipo	212.99	
<b>Subtotal de Costos Directos</b>	<b>\$ 7,522.87</b>	
<b>Costos Indirectos</b>		
Egresos Misceláneos Indirectos	\$ 154.12	
Administración de Programa de Servicios Especiales	377.95	
Administración de la Ciudad	762.88	
<b>Subtotal de Costos Indirectos</b>	<b>\$ 1,294.95</b>	
<b>Total de Egresos</b>	<b>\$ 8,817.82</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevaecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermedia y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A




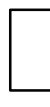



\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Tract/Fraccionamiento 19862

-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 19862
-  Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

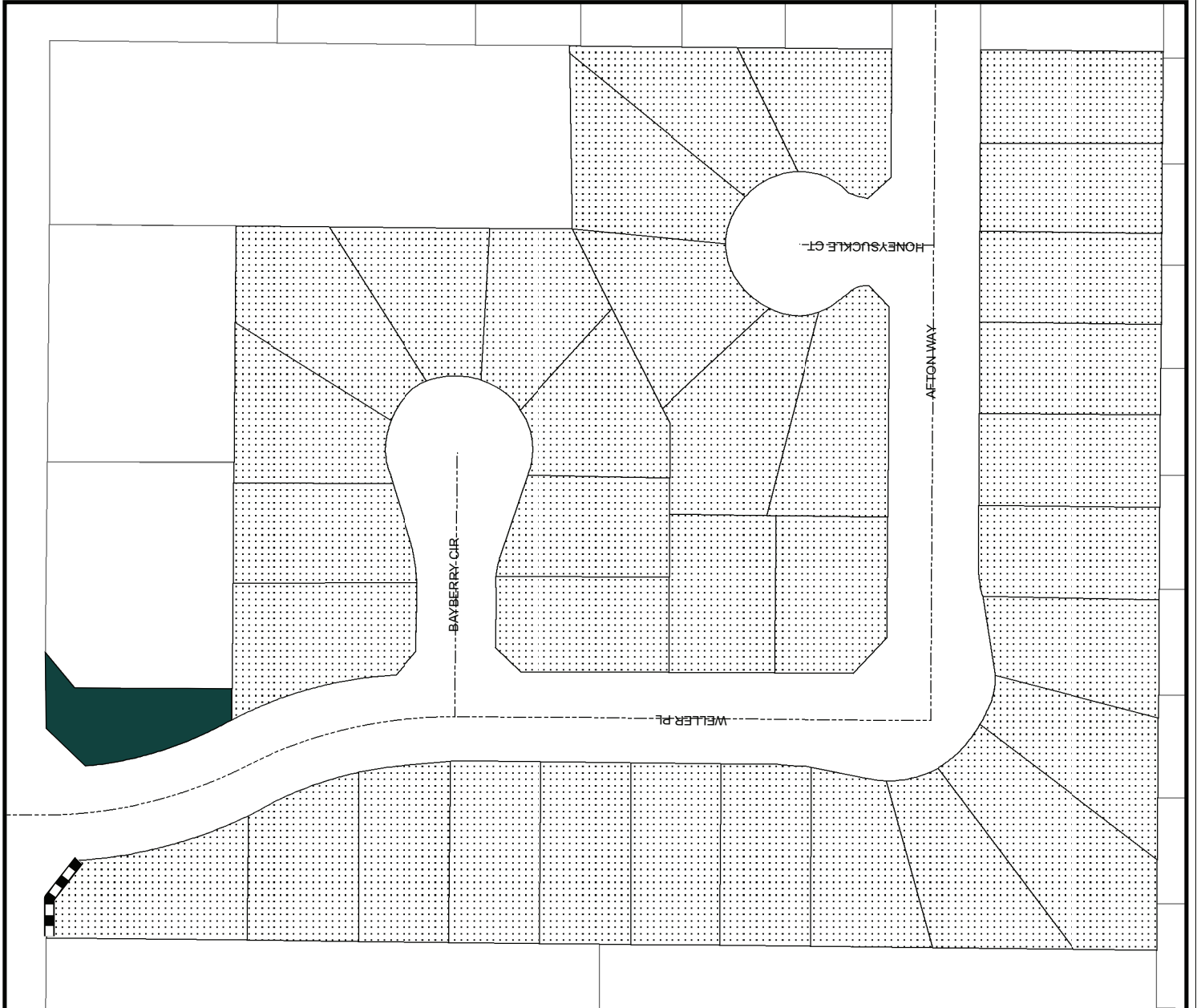


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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification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



**MORENO VALLEY**  
WHERE DREAMS SOAR



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010**  
**CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA



**Yes, I approve** the increase in the annual charge for Zone D services of \$101.20 per parcel (**approximately \$8.43 per month**). The increase will adjust the approved annual charge from \$150.80 to \$252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$101.20 por parcela residencial (**aproximadamente \$8.43 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$150.80 a \$252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA



**No, I do not approve** the increase in the annual charge for Zone D services of \$101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000313  
 JOSE LUIS CARRILLO

12113 WELLER PL  
 MORENO VALLEY CA 92557-7846





Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 19912 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 19912 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$3.71 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 2

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 19912 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 19912. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente \$3.71 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

### **Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

### **Current Charge**

The 2010/11 Tract 19912 annual charge for standard landscape maintenance services is \$84.50 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

### **Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$129.00 per parcel. This equates to an estimated annual increase of approximately 53% or \$44.50 per parcel.

### **Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

### **Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 19912.

<b>Per Parcel</b>	
<b>Fiscal Year</b>	<b>Annual Charge</b>
2006-07	\$77.00
2007-08	\$80.00
2008-09	\$83.00
2009-10	\$83.00
2010-11	\$84.50

### **Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

### **Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 19912 es de \$84.50 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$129.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 53% o \$44.50 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 19912.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2006-07	\$77.00
2007-08	\$80.00
2008-09	\$83.00
2009-10	\$83.00
2010-11	\$84.50

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$129.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$129.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**








Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

**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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.



**CSD ZONE D, TRACT 19912  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	11,750	Square Feet or 0.27 Acres
 <b>REVENUES</b>		
<b>Proposed Annual Zone D Charge</b>	<b>\$ 129.00</b>	<b>or \$10.75 per month</b>
Number of parcels	138	
	<b>\$ 17,802.00</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 3,299.40	
Water (Eastern Municipal Water District)	3,135.21	
Electricity (SCE)	299.00	
Vandalism Repair	81.23	
Repair and Replacement/Miscellaneous Direct Expenses	1,368.27	
Landscape Inspectors/Technicians and Support Services	6,549.92	
Parts and Equipment	429.27	
Subtotal Direct Costs	<b>\$ 15,162.30</b>	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 310.64	
Special Districts Program Administration	761.76	
City Administration	1,537.58	
Subtotal Indirect Costs	<b>\$ 2,609.98</b>	
 <b>Total Expenses</b>	 <b>\$ 17,772.28</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 19912  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	11,750	Pies Cuadrados
	0.27	Acres
 <b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 129.00</b>	<b>o \$10.75 mensual</b>
Números de parcelas	138	
<b>Total de Ingresos</b>	<b>\$ 17,802.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 3,299.40	
Agua (Eastern Municipal Water District)	3,135.21	
Electricidad (SCE)	299.00	
Reparación de Vandalismo	81.23	
Reparación o Reemplazo/Egresos Misceláneos Directos	1,368.27	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	6,549.92	
Partes y Equipo	429.27	
Subtotal de Costos Directos	\$ 15,162.30	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 310.64	
Administración de Programa de Servicios Especiales	761.76	
Administración de la Ciudad	1,537.58	
Subtotal de Costos Indirectos	\$ 2,609.98	
<b>Total de Egresos</b>	<b>\$ 17,772.28</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevaletientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A




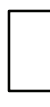
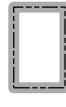
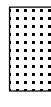
\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Tract/Fraccionamiento 19912

-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 19912

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

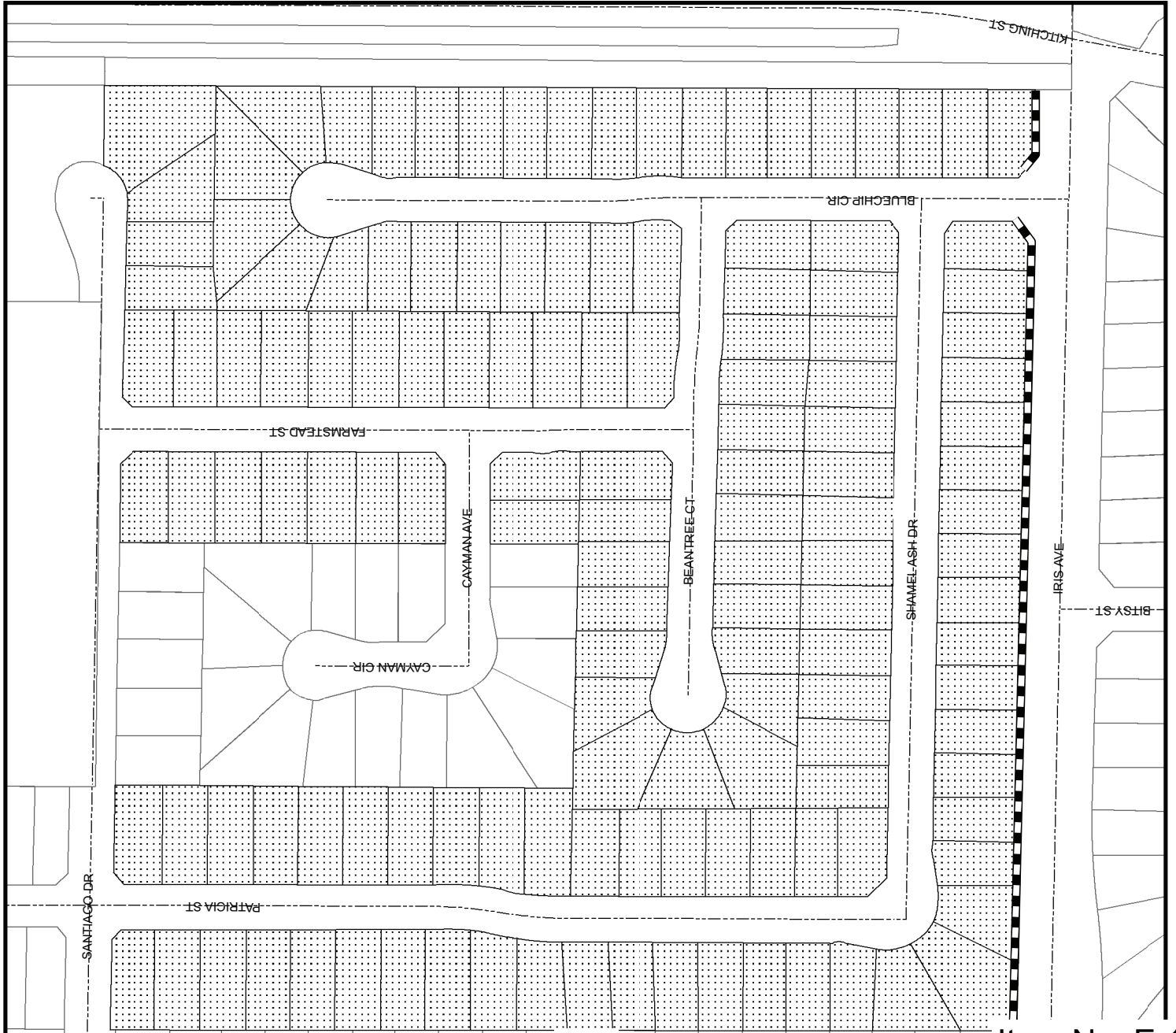


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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification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



**MORENO VALLEY**  
WHERE DREAMS SOAR



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341010**  
**CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 19862**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone D services of \$101.20 per parcel (**approximately \$8.43 per month**). The increase will adjust the approved annual charge from \$150.80 to \$252.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$101.20 por parcela residencial (**aproximadamente \$8.43 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$150.80 a \$252.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone D services of \$101.20 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$101.20 por parcela residencial. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser discontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000313  
JOSE LUIS CARRILLO

12113 WELLER PL  
MORENO VALLEY CA 92557-7846



Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 20941 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 20941 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$5.09 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

**ATTACHMENT 3**

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 20941 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 20941. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **aumentara aproximadamente \$5.09 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.



### **Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level.

### **Current Charge**

The 2010/11 Tract 20941 annual charge for standard landscape maintenance services is \$104.98 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

### **Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$166.00 per parcel. This equates to an estimated annual increase of approximately 58% or \$61.02 per parcel.

### **Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

### **Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 20941.

<b>Per Parcel</b>	
<b>Fiscal Year</b>	<b>Annual Charge</b>
2006-07	\$96.00
2007-08	\$99.00
2008-09	\$103.00
2009-10	\$103.10
2010-11	\$104.98

### **Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

### **Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 20941 es de \$104.98 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$166.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 58% o \$61.02 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 20941.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2006-07	\$96.00
2007-08	\$99.00
2008-09	\$103.00
2009-10	\$103.10
2010-11	\$104.98

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$166.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$166.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**









Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

**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 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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE D, TRACT 20941  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	9,600	Square Feet or
	0.22	Acres

**REVENUES**

Proposed Annual Zone D Charge	\$	166.00	or \$13.83 per month
Number of parcels		76	

<b>Total Revenue</b>	<b>\$</b>	<b>12,616.00</b>
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**EXPENSES**

Direct Costs		
Base Maintenance Contract	\$	2,695.68
Water (Eastern Municipal Water District)		1,132.40
Electricity (SCE)		301.07
Repair and Replacement/Miscellaneous Direct Expenses		1,676.36
Landscape Inspectors/Technicians and Support Services		4,646.84
Parts and Equipment		304.55
Subtotal Direct Costs	\$	10,756.90

Indirect Costs		
Miscellaneous Indirect Expenses	\$	220.38
Special Districts Program Administration		540.43
City Administration		1,090.83
Subtotal Indirect Costs	\$	1,851.64

<b>Total Expenses</b>	<b>\$</b>	<b>12,608.54</b>
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Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 20941  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	9,600	Pies Cuadrados
	0.22	Acres
 <b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 166.00</b>	<b>o \$13.83 mensual</b>
<b>Números de parcelas</b>	76	
<b>Total de Ingresos</b>	<b>\$ 12,616.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 2,695.68	
Agua (Eastern Municipal Water District)	1,132.40	
Electricidad (SCE)	301.07	
Reparación o Reemplazo/Egresos Misceláneos Directos	1,676.36	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	4,646.84	
Partes y Equipo	304.55	
Subtotal de Costos Directos	<b>\$ 10,756.90</b>	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 220.38	
Administración de Programa de Servicios Especiales	540.43	
Administración de la Ciudad	1,090.83	
Subtotal de Costos Indirectos	<b>\$ 1,851.64</b>	
<b>Total de Egresos</b>	<b>\$ 12,608.54</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.



**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A




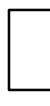
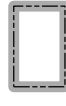
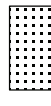
\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Tract/Fraccionamiento 20941

-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 20941

Map reflects all changes indicated on Riverside County Assessor Maps as of March 28, 2011.

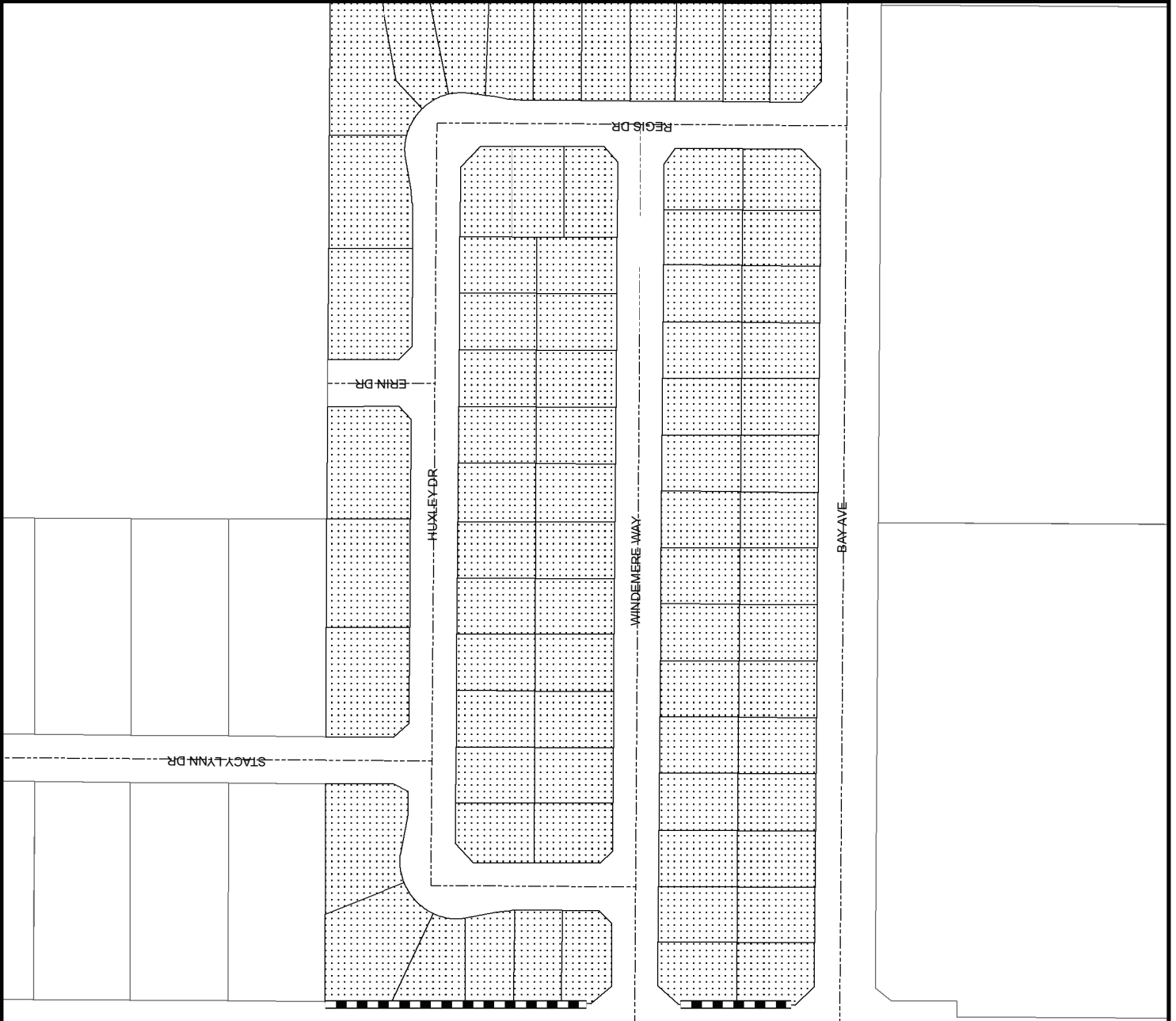


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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification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



**MORENO VALLEY**  
WHERE DREAMS SOAR



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. «PARCEL»  
CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 20941**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone D services of \$61.02 per parcel (**approximately \$5.09 per month**). The increase will adjust the approved annual charge from \$104.98 to \$166.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$61.02 por parcela (**aproximadamente \$5.09 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$104.98 a \$166.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone D services of \$61.02 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$61.02 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

«endorse» «sequence»  
«Owner1»  
«co»  
«MAIL\_TO\_STREET\_ADDRESS»  
«MAIL\_TO\_CITY» «State» «zip»

Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 21737 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 21737 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$21.63 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 4

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 21737 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 21737. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **umentara aproximadamente \$21.63 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona D es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

**Current Charge**

The 2010/11 Tract 21737 annual charge for standard landscape maintenance services is \$214.04 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

**Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$468.00 per parcel. This equates to an estimated annual increase of approximately 119% or \$253.96 per parcel.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 21737.

Per Parcel	
Fiscal Year	Annual Charge
2006-07	\$196.00
2007-08	\$202.00
2008-09	\$210.00
2009-10	\$210.20
2010-11	\$214.04

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 21737 es de \$214.04 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$468.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 119% o \$253.96 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 21737.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2006-07	\$196.00
2007-08	\$202.00
2008-09	\$210.00
2009-10	\$210.20
2010-11	\$214.04

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.



<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$468.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$468.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**








Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

**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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

	Una marca que este mayormente dentro de la caja;
	Una X que este mayormente dentro de la caja;
	Un punto o marca ovalada que este mayormente dentro de la caja;
	Llenar la caja completamente mayormente dentro de las líneas;
	Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales.
	Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;
	Un circulo alrededor de la caja y/o la cláusula asociada; o
	Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE D, TRACT 21737  
FY 2011/12 BUDGET**

**LANDSCAPE AREA** 3,920 Square Feet or  
0.09 Acres

**REVENUES**

**Proposed Annual Zone D Charge** **\$ 431.00 or \$35.92 per month**  
 Number of parcels 14

**Total Revenue** **\$ 6,034.00**

**EXPENSES**

Direct Costs

Base Maintenance Contract	\$ 1,100.76
Water (Eastern Municipal Water District)	515.51
Electricity (SCE)	299.23
Repair and Replacement/Miscellaneous Direct Expenses	862.83
Landscape Inspectors/Technicians and Support Services	2,223.83
Parts and Equipment	<u>145.75</u>
Subtotal Direct Costs	<b>\$ 5,147.91</b>

Indirect Costs

Miscellaneous Indirect Expenses	\$ 105.47
Special Districts Program Administration	258.63
City Administration	<u>522.04</u>
Subtotal Indirect Costs	<b>\$ 886.14</b>

**Total Expenses** **\$ 6,034.05**

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 21737  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	3,920	Pies Cuadrados
	0.09	Acres
 <b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 431.00</b>	<b>o \$35.92 mensual</b>
Números de parcelas	14	
<b>Total de Ingresos</b>	<b>\$ 6,034.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 1,100.76	
Agua (Eastern Municipal Water District)	515.51	
Electricidad (SCE)	299.23	
Reparación o Reemplazo/Egresos Misceláneos Directos	862.83	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	2,223.83	
Partes y Equipo	145.75	
Subtotal de Costos Directos	<b>\$ 5,147.91</b>	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 105.47	
Administración de Programa de Servicios Especiales	258.63	
Administración de la Ciudad	522.04	
Subtotal de Costos Indirectos	<b>\$ 886.14</b>	
<b>Total de Egresos</b>	<b>\$ 6,034.05</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevaletentes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A

\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.








**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)	Mensualmente (inspección/ajuste/ reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/ CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.



# Tract/Fraccionamiento 21737

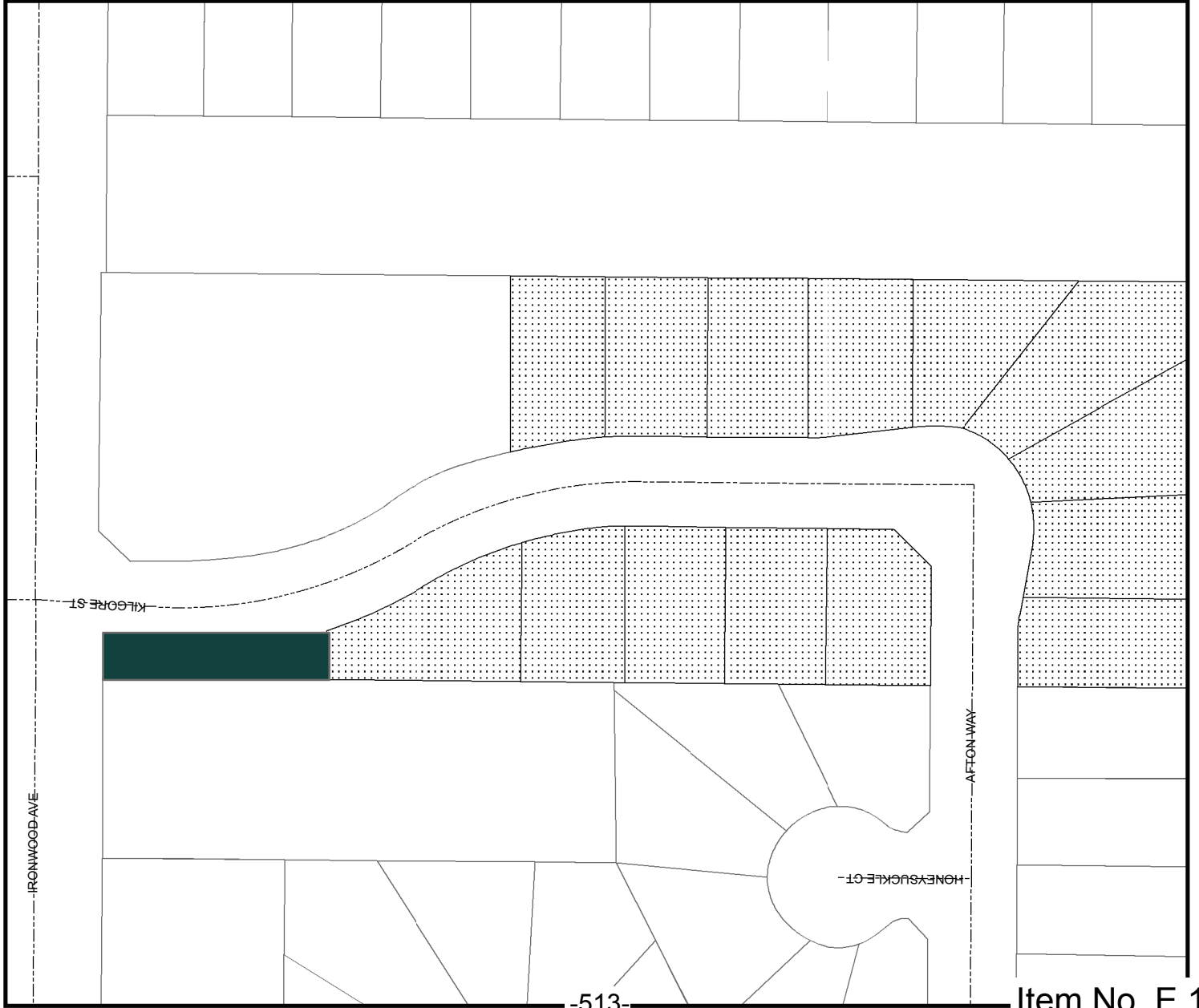
-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 21737
-  Expanded Landscaped Entry Statement

Map reflects all changes indicated on Riverside County Assessor Maps as of April 4, 2011.



G:\AVP\SDA\Zone D Tract 21737.mxd

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



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 481341024**  
**CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 21737**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

**Yes/Si**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA



**Yes, I approve** the increase in the annual charge for Zone D services of \$216.96 per parcel (**approximately \$18.08 per month**) The increase will adjust the approved annual charge from \$214.04 to \$431.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$216.96 por parcela (**aproximadamente \$18.08 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$214.04 a \$431.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

**No/No**

PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA



**No, I do not approve** the increase in the annual charge for Zone D services of \$216.96 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$216.96 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000295  
 MANUEL ENRIGUEZ

24697 AFTON WAY  
 MORENO VALLEY CA 92557-7842



Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 22371 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 22371 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$20.72 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 5

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 22371 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 22371. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **umentara aproximadamente \$20.72 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

**Current Charge**

The 2010/11 Tract 22371 annual charge for standard landscape maintenance services is \$291.42 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

**Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$540.00 per parcel. This equates to an estimated annual increase of approximately 85% or \$248.58 per parcel.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 22371.

Per Parcel	
Fiscal Year	Annual Charge
2006-07	\$265.00
2007-08	\$274.00
2008-09	\$286.00
2009-10	\$286.20
2010-11	\$291.42

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 22371 es de \$291.42 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$540.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 85% o \$248.58 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 22371.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2006-07	\$265.00
2007-08	\$274.00
2008-09	\$286.00
2009-10	\$286.20
2010-11	\$291.42

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$540.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$540.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.









## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)



**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 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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE D, TRACT 22371  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	17,844	Square Feet or
	0.41	Acres
 <b>REVENUES</b>		
<b>Proposed Annual Zone D Charge</b>	<b>\$ 497.00</b>	<b>or \$41.42 per month</b>
Number of parcels	39	
<b>Total Revenue</b>	<b>\$ 19,383.00</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 5,010.60	
Water (Eastern Municipal Water District)	2,199.50	
Electricity (SCE)	302.38	
Repair and Replacement/Miscellaneous Direct Expenses	1,406.96	
Landscape Inspectors/Technicians and Support Services	7,139.29	
Parts and Equipment	467.90	
Subtotal Direct Costs	<b>\$ 16,526.63</b>	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 338.59	
Special Districts Program Administration	830.31	
City Administration	1,675.93	
Subtotal Indirect Costs	<b>\$ 2,844.83</b>	
<b>Total Expenses</b>	<b>\$ 19,371.46</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 22371  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	17,844	Pies Cuadrados
	0.41	Acres
 <b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 497.00</b>	<b>o \$41.42 mensual</b>
Números de parcelas	39	
<b>Total de Ingresos</b>	<b>\$ 19,383.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 5,010.60	
Agua (Eastern Municipal Water District)	2,199.50	
Electricidad (SCE)	302.38	
Reparación o Reemplazo/Egresos Misceláneos Directos	1,406.96	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	7,139.29	
Partes y Equipo	467.90	
Subtotal de Costos Directos	<b>\$ 16,526.63</b>	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 338.59	
Administración de Programa de Servicios Especiales	830.31	
Administración de la Ciudad	1,675.93	
Subtotal de Costos Indirectos	<b>\$ 2,844.83</b>	
<b>Total de Egresos</b>	<b>\$ 19,371.46</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevaletentes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envió, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A





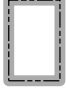
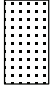
\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Tract/Fraccionamiento 22371

-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 22371

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.

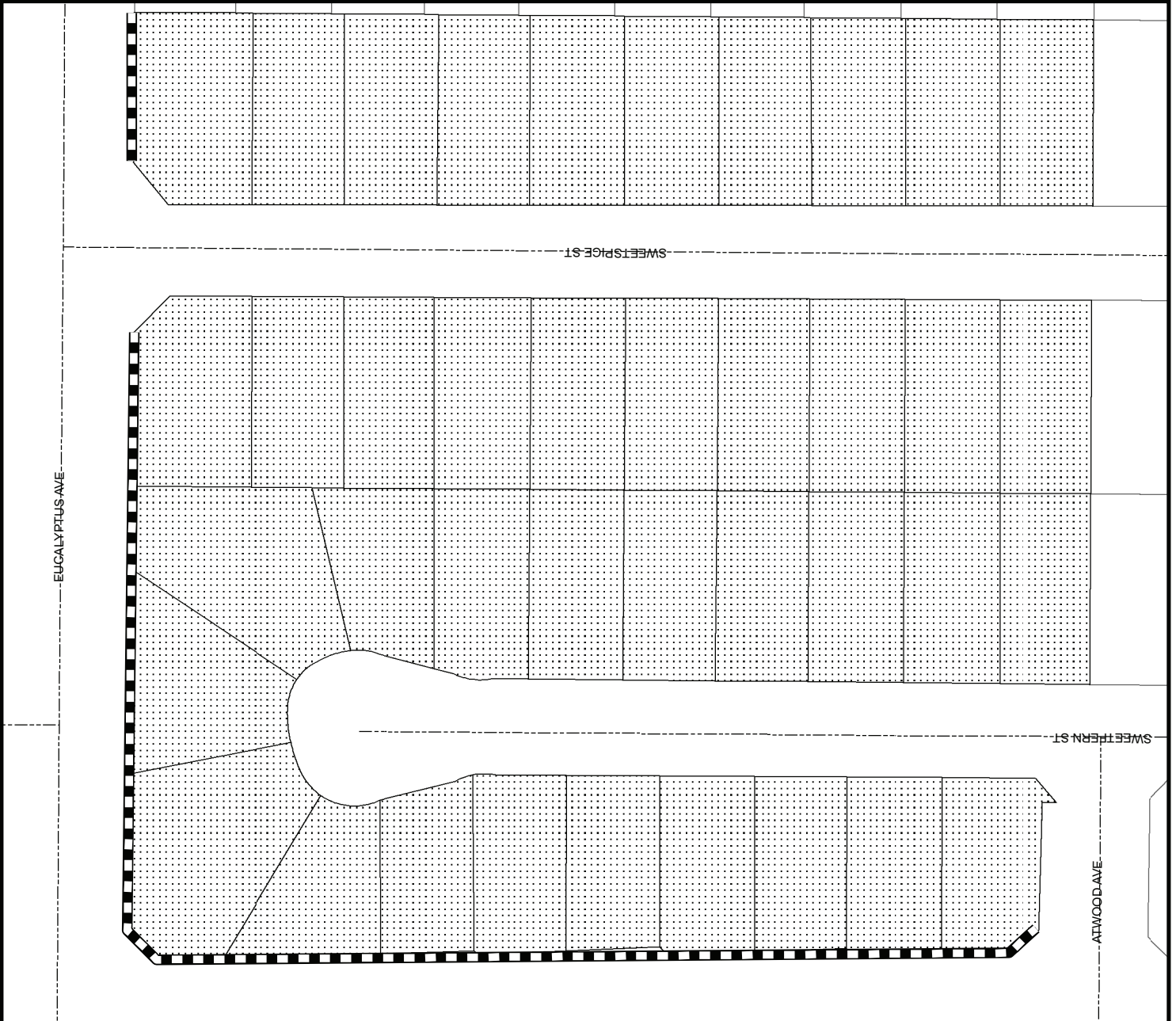


G:\AVP\ISDA\Zone D Tract 22371.mxd

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



**MORENO VALLEY**  
WHERE DREAMS SOAR



EUCALYPTUS AVE

SWEETSPICE ST

SWEETFERN ST

ATWOOD AVE

KITCHEN ST

**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 479524018**  
**CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 22371**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone D services of \$205.58 per parcel (**approximately \$17.13 per month**). The increase will adjust the approved annual charge from \$291.42 to \$497.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$205.58 por parcela (**aproximadamente \$17.13 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$291.42 a \$497.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone D services of \$205.58 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$205.58 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000332  
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106  
CORONA CA 92879-6572





Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE D (PARKWAY LANDSCAPE MAINTENANCE) - TRACT 31591 REGARDING A PROPOSED INCREASE TO THE ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone D program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone D, Tract 31591 annual charges. If approved, beginning in FY 2011/12 each parcel's annual charge shall be **increased by approximately \$18.19 per month** to meet current costs. The Zone D charges are collected on the County of Riverside property tax bills. The Zone D annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone D (Parkway Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone D annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses per tract are divided by the number of parcels in the tract to determine the annual charge per parcel.

ATTACHMENT 6

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA D (MANTENIMIENTO DE LAS AREAS AJARDINADAS) FRACCIONAMIENTO 31591 REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA \*\*\*\*\***

### **Introducción**

El programa Zona D del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona D, Fraccionamiento 31591. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **umentara aproximadamente \$18.19 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona Des un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona D (Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona D del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de cada fraccionamiento son divididos en proporción al número de parcelas acres para determinar el costo anual por parcela.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charge to maintain services at the standard service level. This is a direct-benefit charge for your community. There are no other revenue sources to pay for landscape maintenance.

**Current Charge**

The 2010/11 Tract 31591 annual charge for standard landscape maintenance services is \$462.70 per parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for all tracts within the Zone D program for FY 2010/11 is \$1,104,179.22.

**Proposed Charge**

To meet current costs, the Zone D annual charges are proposed to be adjusted to \$681.00 per parcel. This equates to an estimated annual increase of approximately 47% or \$218.30 per parcel.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone D Parcel Charge History**

The following table sets forth the history of the annual Zone D charge for Tract 31591.

Per Parcel	
Fiscal Year	Annual Charge
2007-08	\$454.00
2008-09	\$454.00
2009-10	\$454.40
2010-11	\$462.70

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone D (Parkway Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar del fraccionamiento 31591 es de \$462.70 por parcela. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona D durante el año fiscal 2010/11 es de \$1,104,179.22.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona D para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$681.00 por parcela. Este ajuste equivaldría a un aumento anual aproximado de 47% o \$218.30 por parcela.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona D**

La siguiente tabla estadística refleja el historial de los cargos anuales de la Zona D, Fraccionamiento 31591.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2007-08	\$454.00
2008-09	\$454.00
2009-10	\$454.40
2010-11	\$462.70

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$681.00 per parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona D (Mantenimiento de Áreas Ajardinadas) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$681.00 por parcela será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**








Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

**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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada nula y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.



**CSD ZONE D, TRACT 31591  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	16,445	Square Feet or 0.38 Acres
 <b>REVENUES</b>		
<b>Proposed Annual Zone D Charge</b>	<b>\$ 628.00</b>	<b>or \$52.33 per month</b>
Number of parcels	33	
<b>Total Revenue</b>	<b>\$ 20,724.00</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 4,617.60	
Water (Eastern Municipal Water District)	3,043.65	
Electricity (SCE)	306.94	
Vandalism Repair	93.02	
Repair and Replacement/Miscellaneous Direct Expenses	1,467.38	
Landscape Inspectors/Technicians and Support Services	7,626.86	
Parts and Equipment	499.85	
Subtotal Direct Costs	<b>\$ 17,655.30</b>	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 361.71	
Special Districts Program Administration	887.01	
City Administration	1,790.39	
Subtotal Indirect Costs	<b>\$ 3,039.11</b>	
<b>Total Expenses</b>	<b>\$ 20,694.41</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement and Miscellaneous Direct Expense: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA D, FRACCIONAMIENTO 31591  
PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	16,445	Pies Cuadrados
	0.38	Acres
<b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona D</b>	<b>\$ 628.00</b>	<b>o \$52.33 mensual</b>
Números de parcelas	33	
<b>Total de Ingresos</b>	<b>\$ 20,724.00</b>	
<b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 4,617.60	
Agua (Eastern Municipal Water District)	3,043.65	
Electricidad (SCE)	306.94	
Reparación de Vandalismo	93.02	
Reparación o Reemplazo/Egresos Misceláneos Directos	1,467.38	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	7,626.86	
Partes y Equipo	499.85	
Subtotal de Costos Directos	\$ 17,655.30	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 361.71	
Administración de Programa de Servicios Especiales	887.01	
Administración de la Ciudad	1,790.39	
Subtotal de Costos Indirectos	\$ 3,039.11	
<b>Total de Egresos</b>	<b>\$ 20,694.41</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas.

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermedia y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debidc tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE D (Parkway Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	7 applications per year	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed	As needed
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers (pre-emergent)</b>	2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers (insect/disease control)</b>	As needed	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (weed control)</b>	As needed	As needed (budget permitting)	N/A
<b>Turf (vertebrate pest control)</b>	As needed	As needed (budget permitting)	N/A





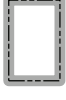
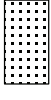
\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA D (Mantenimiento de Área Ajardinada)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	7 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario	Como sea necesario
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	2 aplicaciones por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Tract/Fraccionamiento 31591

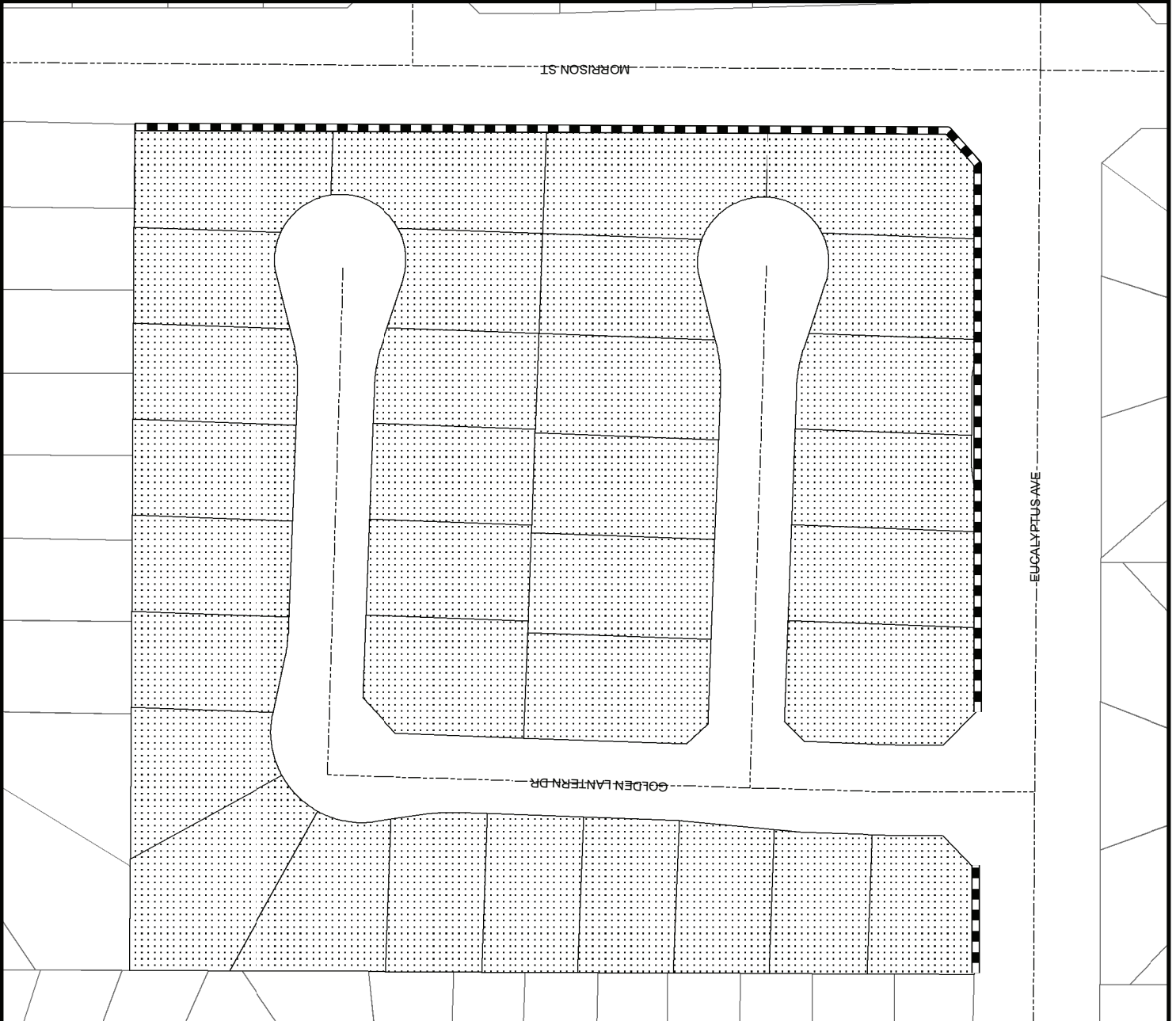
-  Median/Camellon
-  Landscaped Areas/Areas de jardin
-  Roads/Calles
-  Parcels/Parcelas
-  City Boundary/Limite de la ciudad
-  Tract/Fraccionamiento 31591

Map reflects all changes indicated on Riverside County Assessor Maps as of March 29, 2011.



G:\AVP\SDA\Zone D Tract 31591.mxd

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



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 487310027**  
**CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) – TRACT 31591**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone D annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona D. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone D services of \$165.30 per parcel (**approximately \$13.78 per month**). The increase will adjust the approved annual charge from \$462.70 to \$628.00 per parcel for fiscal year 2011/12. The approved charge shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona D de \$165.30 por parcela (**aproximadamente \$13.78 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$462.70 a \$628.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone D services of \$165.30 per parcel. I understand landscaping services for Zone D shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona D de \$165.30 por parcela. Entiendo que los servicios de jardinería de la Zona D serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

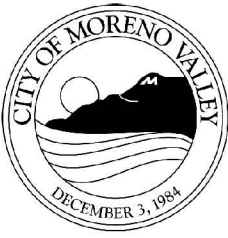
**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000332  
LOS ARCOS INV INC

390 N MCKINLEY ST STE 106  
CORONA CA 92879-6572





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

## Report to City Council

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**TO:** Mayor and City Council Acting in their Capacity as the 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:** June 28, 2011

**TITLE:** PUBLIC HEARING TO CONSIDER PUBLIC COMMENTS REGARDING THE MAIL BALLOT PROCEEDINGS FOR A PROPOSED INCREASE IN THE CSD ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) ANNUAL PARCEL CHARGE FOR SELECTED SUB-ZONES

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### 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"), after conducting the public hearing for Zone E-1 (Towngate), Zone E-2 (Hidden Springs), Zone E-3A (Lasselle Powerline Parkway), and Zone E-4 (Moreno Valley Ranch-East):

1. Direct the Secretary of the CSD Board (City Clerk) to tabulate the returned ballots for the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4;
2. Verify and accept the results of the mail ballot proceedings as identified on the Official Tally Sheet;
3. Receive and file with the City Clerk's office the accepted Official Tally Sheet; and
4. If approved, authorize and impose the proposed increase in the CSD Zone E annual charges for Zone E-1, Zone E-2, Zone E-3A, and Zone E-4.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

## **BACKGROUND**

The Moreno Valley CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the cost of special services to those parcels receiving the service. Each zone provides specific services to designated areas. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to commercial and residential properties in designated areas that have landscaped perimeters, open space, medians, and/or entry statements.

The CSD provides extensive landscape maintenance to the landscape areas in Zones E-1, E-2, E-3A, and E-4. Special Districts staff manages private landscape maintenance firms to ensure landscape preservation activities are completed on a regular schedule. Landscape maintenance includes mowing, trimming, pruning, fertilizing, replacing plant material(s) as necessary, maintaining the irrigation systems, weed control, litter removal, payment of water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas.

## **DISCUSSION**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service areas have incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient fund balances are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. Since the Zone E program was set up to be a full cost recovery program there are no other revenue sources to pay for landscape maintenance. Because the current parcel charges do not provide adequate funding to cover the full cost of landscape maintenance, the CSD is required to ballot the property owners of the affected zones to seek approval for an increase in the annual charge to maintain landscape services at the standard service level.

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, mail ballot proceedings are being conducted to allow property owners within Zones E-1, E-2, E-3A, and E-4 the opportunity to approve or reject the proposed increase in the CSD Zone E annual parcel charge. The proposed CSD Zone E parcel charges for each zone are listed below.

CSD Zone	2010/11 CSD Zone E Annual Parcel Charge			Proposed 2011/12 CSD Zone E Annual Parcel Charge		
	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre	Per Residential Parcel or Equivalent Dwelling Unit for Undeveloped	Per Condo Unit	Per Acre



	Parcels			Parcels		
E-1	\$126.36	\$57.02	\$505.44	\$152.00	\$69.00	\$608.00
E-2	398.46	N/A	N/A	518.00	N/A	N/A
E-3A	67.20	N/A	N/A	108.00	N/A	N/A
E-4	110.00	N/A	440.00	240.00	N/A	960.00

The CSD Zone E charges may be subject to an annual inflation adjustment in subsequent years based on the annual 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 proposed increase in the CSD Zone E (extensive landscape maintenance) parcel charge for each designated sub-zone will be annually levied through the property tax bill process if a simple majority (50%+1) of the returned valid ballots are marked in favor of the increase.

If a majority of the returned valid ballots do not approve the proposed annual parcel charge for a designated sub-zone, the parcel charge shall continue to be levied on the property tax bill at the current rate, which may include an annual inflation adjustment. The CSD will evaluate the level of landscape service to be provided based on the City Council/CSD Board approved Moreno Valley Community Services District Zone E (Extensive Parkway Landscape Maintenance) Service Plan, General Management Policy #2.41. If revenues from a sub-zone do not support the lowest level of reduced landscape maintenance service, the property owners will be notified that the CSD is no longer able to provide landscape maintenance services.

## **ALTERNATIVES**

1. **Conduct the Public Hearing**, tabulate the ballots, verify and accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballots, verify or accept the results of the mail ballot proceedings for Zones E-1, E-2, E-3A, and E-4 for the proposed increase in the CSD Zone E annual charges. *This alternative would be contrary to state statutes and would require that the noticing period for the mail ballot proceedings begin again.*

## **FISCAL IMPACT**

**There is no impact on the General Fund for the operation of the Community Services District Zone E program.** The CSD provides services through various zones, such as Zone E (Extensive Landscape Maintenance), which is a full-cost

recovery program. The collection of the CSD Zone E annual charge is restricted for landscape maintenance services and administration of the Zone E program.

### **CITY COUNCIL GOALS**

#### **Revenue Diversification and Preservation**

The proposed increase in the CSD Zone E parcel charges for Zones E-1, E-2, E-3A, and E-4 are based upon actual costs, which include maintenance and administration.

#### **Community Image, Neighborhood Pride and Cleanliness**

Continuation of the Zone E services in the landscaped areas within the described sub-zones will allow the CSD to maintain the current appearance of the areas.

### **SUMMARY**

The CSD is balloting Zones E-1, E-2, E-3A, and E-4 to seek approval for an increase in the CSD Zone E annual charges. The action before the CSD Board is to accept public comments regarding the mail ballot proceeding and tabulate the returned ballots for Zones E-1, E-2, E-3A, and E-4.

### **NOTIFICATION**

On May 9, 2011, a ballot packet was mailed to each property owner within the affected sub-zones. The packet included a notice to property owner, 2011/12 budget, map with the location of the landscaping and the contributing parcels, CSD Zone E service levels, official mail ballot, and a postage-paid envelope for returning the ballot. A sample mail ballot packet for each sub-zone is included as Attachments 1 through 4.

Newspaper advertising for the June 14, 2011, Public Meeting and June 28, 2011, Public Hearing was published in The Press-Enterprise on May 26, 2011. Additionally, the Public Hearing notification was published on June 9 and again on June 16, 2011.

### **ATTACHMENTS**

- Attachment 1: Sample mail ballot packet for Zone E-1
- Attachment 2: Sample mail ballot packet for Zone E-2
- Attachment 3: Sample mail ballot packet for Zone E-3A
- Attachment 4: Sample mail ballot packet for Zone E-4

Prepared by:  
Jennifer 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
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Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Ballots\Ballots for FY 11.12\Zone E\Zone E PH Stfrpt 06.28.11.doc

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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-1 ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-1 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately \$2.14 per month** to meet current costs. The Zone E-1 charges will be collected on the County of Riverside property tax bills. The Zone E-1 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-1 are divided proportionally by the number of parcels, acres, or condo units to determine the annual charge per parcel, acre, or condo unit.

ATTACHMENT 1

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA\*\*\*\*\***

### **Introducción**

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-1. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial  **aumentara aproximadamente \$2.14 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-1 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-1 son divididos en proporción al número de parcelas, unidades de condominio y acres para determinar el costo anual por parcela, unidades de condominio y acre.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

**Current Charge**

The 2010/11 Zone E-1 annual charges for standard landscape maintenance services are \$126.36 per residential parcel, \$505.44 per acre for nonresidential or undeveloped parcels, or \$57.02 per condo unit. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-1 program for FY 2010/11 is \$281,584.08.

**Proposed Charge**

To meet current costs, the Zone E-1 charges are proposed to be adjusted to \$152 per residential parcel, \$608 per acre for nonresidential or undeveloped parcels, or \$69 per condo unit. This equates to an estimated annual increase of approximately 20% or \$25.64 per residential parcel, \$102.56 per acre for nonresidential or undeveloped parcels, or \$11.98 per condo unit.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone E-1 Parcel Charge History**

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)		Per Condo Unit	
Fiscal Year	Annual Charge	Fiscal Year	Annual Charge	Fiscal Year	Annual Charge
2005-06	\$110.00	2005-06	\$440.00	2005-06	N/A
2006-07	\$115.00	2006-07	\$460.00	2006-07	N/A
2007-08	\$119.00	2007-08	\$476.00	2007-08	N/A
2008-09	\$124.00	2008-09	\$496.00	2008-09	\$56.00
2009-10	\$124.10	2009-10	\$496.40	2009-10	\$56.00
2010-11	\$126.36	2010-11	\$505.44	2010-11	\$57.02

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

### ¿La Razón por el Incremento?

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-1 es de \$126.36 por parcela residencial, \$505.44 por acre no residencial o parcelas subdesarrolladas, o \$57.02 por unidad de condominio. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-1 durante el año fiscal 2010/11 es de \$281,584.08.

### Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-1 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$152 por parcela residencial, \$608 por acre no residencial o parcelas subdesarrolladas y \$69 por unidad de condominio. Este ajuste equivaldría a un aumento anual aproximado de 20% o \$25.64 por parcela residencial, \$102.56 por acre no residencial o parcelas subdesarrolladas y \$11.98 por unidad de condominio.

### Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### Historial de Cargos Por Parcela Para La Zona E-1

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)		Por Unidad de Condominio	
Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual
2005-06	\$110.00	2005-06	\$440.00	2005-06	N/A
2006-07	\$115.00	2006-07	\$460.00	2006-07	N/A
2007-08	\$119.00	2007-08	\$476.00	2007-08	N/A
2008-09	\$124.00	2008-09	\$496.00	2008-09	\$56.00
2009-10	\$124.10	2009-10	\$496.40	2009-10	\$56.00
2010-11	\$126.36	2010-11	\$505.44	2010-11	\$57.02



## Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD 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, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

## Effect if Increase is Approved

If a simple majority (50%+1) of the returned valid weighted ballots approves the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$152 per residential parcel, \$608 per acre for nonresidential or undeveloped parcels, or \$69 per condo unit shall be placed on the 2011/12 Riverside County property tax bill.

## Effect if Increase is Not Approved

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

## For More Information

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

## Completing Your Ballot

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*

## Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

## Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$152 por parcela residencial, \$608 por acre no residencial o parcelas subdesarrolladas y \$69 por unidad de condominio será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.

3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

	Una marca que este mayormente dentro de la caja;
	Una X que este mayormente dentro de la caja;
	Un punto o marca ovalada que este mayormente dentro de la caja;
	Llenar la caja completamente mayormente dentro de las líneas;
	Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales.
	Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;
	Un circulo alrededor de la caja y/o la cláusula asociada; o
	Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE E-1  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	442,569	Square Feet or 10.16 Acres
<b>REVENUES</b>		
<b>Single Family Parcels (1,042)</b>	<b>\$ 152.00</b>	or <b>\$12.67 per month</b>
<b>Condo Units (67)</b>	<b>\$ 69.00</b>	or <b>\$5.75 per month</b>
<b>Nonresidential/undeveloped Acres (289.19 acres)</b>	<b>\$ 608.00</b>	or <b>\$50.67 per month</b>
<b>Total Revenue</b>	<b>\$ 338,834.52</b>	
<b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 88,430.00	
Water (Eastern Municipal Water District)	69,200.00	
Electricity (SCE)	4,000.00	
Vandalism Repair	3,400.00	
Repair and Replacement	40,143.52	
Other (mulching, plant material replacement, etc.)	25,400.00	
Landscape Inspectors/Technicians and Support Services	65,511.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,383.00	
Subtotal Direct Costs	<u>\$ 310,467.52</u>	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 2,625.00	
Special Districts Program Administration	8,256.31	
City Administration	17,485.69	
Subtotal Indirect Costs	<u>\$ 28,367.00</u>	
<b>Total Expenses</b>	<b>\$ 338,834.52</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA E-1**  
**PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	442,569	Pies Cuadrados
	10.16	Acres

**INGRESOS**

Parcelas de Unidades Familiar (1042)	\$	152.00	o \$12.67 mensual
Unidades de Condominio (67)	\$	69.00	o \$5.75 mensual
Acres No Residenciales o Subdesarrollados (289.19 acres)	\$	608.00	o \$50.67 mensual

**Total de Ingresos** **\$ 338,834.52**

**EGRESOS**

Costos Directos			
Contrato de Mantenimiento Base	\$	88,430.00	
Agua (Eastern Municipal Water District)		69,200.00	
Electricidad (SCE)		4,000.00	
Reparación de Vandalismo		3,400.00	
Reparación o Reemplazo		40,143.52	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)		25,400.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos		65,511.00	
Partes y Equipo/Egresos Misceláneos Directos		14,383.00	
Subtotal de Costos Directos	\$	310,467.52	

Costos Indirectos

Egresos Misceláneos Indirectos	\$	2,625.00	
Administración de Programa de Servicios Especiales		8,256.31	
Administración de la Ciudad		17,485.69	
Subtotal de Costos Indirectos	\$	28,367.00	

**Total de Egresos** **\$ 338,834.52**

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermedia y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE E (Extensive Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed (budget permitting)	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	8 applications per year (minimum)	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed (budget permitting)	As needed (budget permitting)
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers</b>	Pre-emergent 2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers</b>	Insect/disease control (as needed)	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
<b>Turf</b>	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
<b>Turf</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS**  
**ZONA E (Mantenimiento de Jardín Extensivo)**  
**PAUTAS DE NIVEL DE SERVICIO GENERAL\***

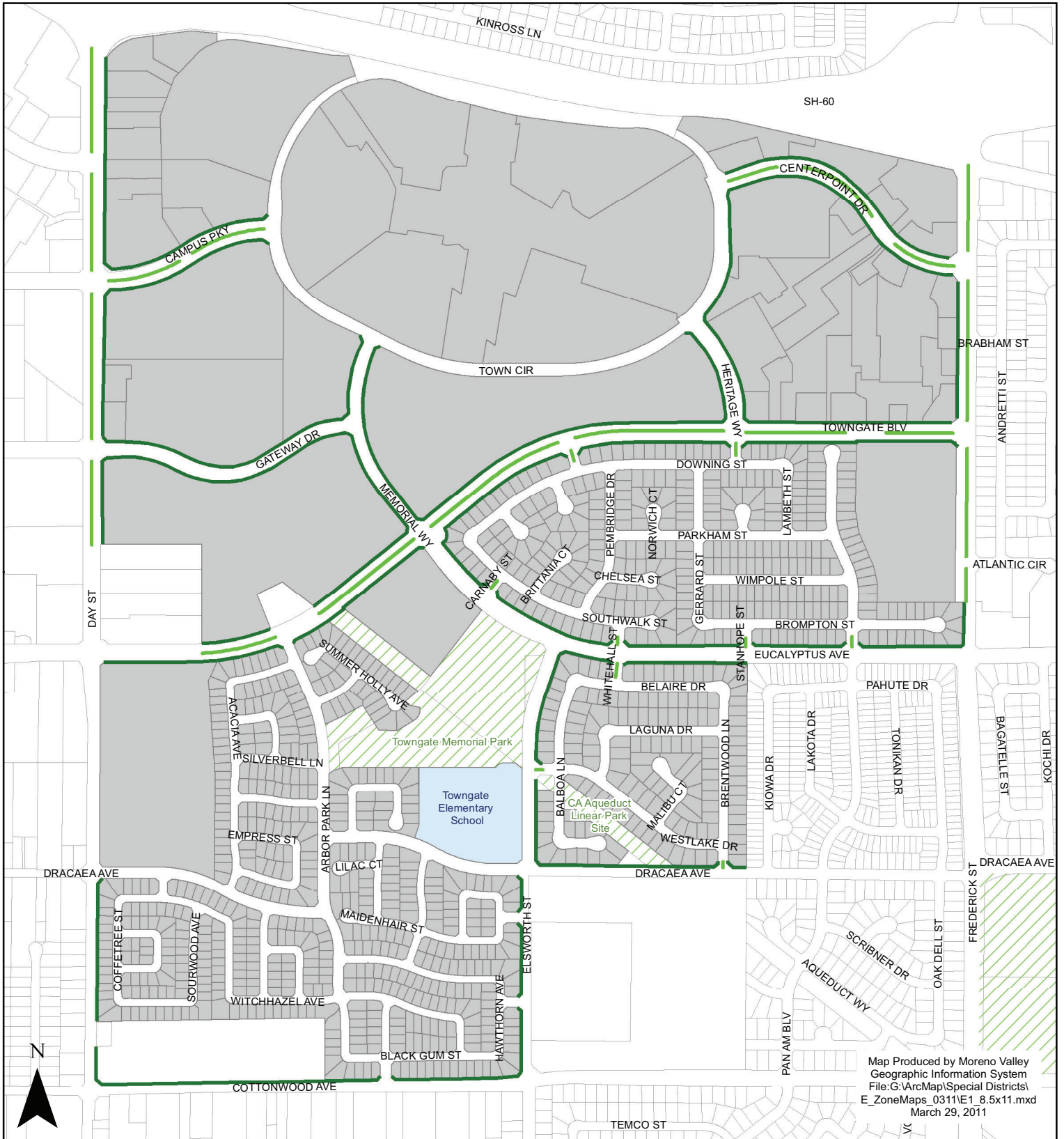
<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.






# Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)

## Zone (Zona) E-1 • Towngate



Map Produced by Moreno Valley  
Geographic Information System  
File:G:\ArcMap\Special Districts\  
E\_ZoneMaps\_0311\E1\_8.5x11.mxd  
March 29, 2011

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.

-  Landscaped Median (*Medianas Ajardinadas*)
-  Landscaped Parkway (*Areas Ajardinadas*)
-  Zone E-1 Parcels (*Zona E-1 Parcelas*)

**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 291535016  
CSD ZONE E-1 (EXTENSIVE LANDSCAPE MAINTENANCE)**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-1 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-1. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone E-1 services of \$25.64 per residential parcel (**approximately \$2.14 per month**). The increase will adjust the approved annual charge from \$126.36 to \$152.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona E-1 de \$25.64 por parcela residencial (**aproximadamente \$2.14 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$126.36 a \$152.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone E-1 services of \$25.64 per residential parcel. I understand landscaping services for Zone E-1 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona E-1 de \$25.64 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-1 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

MIXED AADC 923 0001169  
FEDERAL NATL MORTGAGE ASSN  
C/O IBM LENDER BUSINESS PROC SVCS  
14523 SW MILLIKAN WAY STE 200  
BEAVERTON OR 97005-2352



Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-2 ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-2 annual charges. If approved, beginning in FY 2011/12 annual charge shall be **increased by approximately \$9.96 per month per residential parcel or Equivalent Dwelling Unit (EDU) for undeveloped parcels** to meet current costs. The Zone E-2 charge is collected on the County of Riverside property tax bills. The Zone E-2 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-2 are divided proportionally by the number of residential parcels or EDUs to determine the annual charge per parcel or EDU.

ATTACHMENT 2

## **NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-2**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA\*\*\*\*\***

### **Introducción**

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-2. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual **por parcela residencial o Unidad de Vivencia Equivalente en parcelas subdesarrolladas (UVE) aumentara aproximadamente \$9.96 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-2 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-2 son divididos en proporción al número de parcelas residenciales o UVE’s para determinar el costo anual por parcela residencial o UVE.

**Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize these cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

**Current Charge**

The 2010/11 Zone E-2 annual charges for standard landscape maintenance services are \$398.46 per residential parcel or EDU. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-2 program for FY 2010/11 is \$480,941.22.

**Proposed Charge**

To meet current costs, the Zone E-2 charges are proposed to be adjusted to \$518.00 per residential parcel or EDU. This equates to an estimated annual increase of approximately 30% or \$119.54 per residential parcel or EDU.

**Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Zone E-2 Parcel Charge History**

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Equivalent Dwelling Unit (Undeveloped Parcels)	
Fiscal Year	Annual Charge	Fiscal Year	Annual Charge
2007-08	\$375.00	2007-08	\$375.00
2008-09	\$391.00	2008-09	\$391.00
2009-10	\$391.30	2009-10	\$391.30
2010-11	\$398.46	2010-11	\$398.46

**Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

**Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD 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.**

### ¿La Razón por el Incremento?

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-2 es de \$398.46 por parcela residencial o UVE. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-2 durante el año fiscal 2010/11 es de \$480,941.22.

### Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-2 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$518.00 por parcela residencial o UVE. Este ajuste equivaldría a un aumento anual aproximado de 30% o \$119.54 por parcela residencial o UVE.

### Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### Historial de Cargos Por Parcela Para La Zona E-2

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Unidad de Vivienda Equivalente (Parcelas Subdesarrolladas)	
Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual
2007-08	\$375.00	2007-08	\$375.00
2008-09	\$391.00	2008-09	\$391.00
2009-10	\$391.30	2009-10	\$391.30
2010-11	\$398.46	2010-11	\$398.46

### Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$518.00 per residential parcel or EDU shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b>	<b><u>Audiencia Publica</u></b>
Martes, 14 de Junio del 2011	Martes, 28 de Junio del 2011
6:30 P.M. (o tan pronto come el asunto sea presentado)	6:30 P.M. (o tan pronto come el asunto sea presentado)

Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$518 por parcela residencial o UVE será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer



### 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.

- su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE E-2  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	3,574,098	Square Feet or
	82.05	Acres
<b>REVENUES</b>		
<b>Proposed Annual Zone E-2 Charge</b>	<b>\$ 518.00</b>	<b>or \$43.16 per month</b>
Number of parcels/EDUs	1,207	
<b>Total Revenue</b>	<b>\$ 625,226.00</b>	
<b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 188,400.00	
Water (Eastern Municipal Water District)	105,300.00	
Electricity (SCE)	6,300.00	
Vandalism Repair	5,400.00	
Repair and Replacement	94,070.00	
Other (mulching, plant material replacement, etc.)	47,700.00	
Landscape Inspectors/Technicians and Support Services	114,929.00	
Parts and Equipment/Miscellaneous Direct Expenses	14,284.00	
Subtotal Direct Costs	\$ 576,383.00	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 4,602.00	
Special Districts Program Administration	13,565.66	
City Administration	30,675.34	
Subtotal Indirect Costs	\$ 48,843.00	
<b>Total Expenses</b>	<b>\$ 625,226.00</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA E-2**  
**PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	3,574,098	Pies Cuadrados
	82.05	Acres
 <b>INGRESOS</b>		
<b>Cargo Anual Propuesto para la Zona E-2</b>	<b>\$ 518.00</b>	<b>o \$43.16 mensual</b>
<b>Números de parcelas/UVE</b>	<b>1,207.00</b>	
<b>Total de Ingresos</b>	<b>\$ 625,226.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 188,400.00	
Agua (Eastern Municipal Water District)	105,300.00	
Electricidad (SCE)	6,300.00	
Reparación de Vandalismo	5,400.00	
Reparación o Reemplazo	94,070.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)	47,700.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	114,929.00	
Partes y Equipo/Egresos Misceláneos Directos	14,284.00	
Subtotal de Costos Directos	\$ 576,383.00	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 4,602.00	
Administración de Programa de Servicios Especiales	13,565.66	
Administración de la Ciudad	30,675.34	
Subtotal de Costos Indirectos	\$ 48,843.00	
<b>Total de Egresos</b>	<b>\$ 625,226.00</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE E (Extensive Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed (budget permitting)	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	8 applications per year (minimum)	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed (budget permitting)	As needed (budget permitting)
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers</b>	Pre-emergent 2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers</b>	Insect/disease control (as needed)	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
<b>Turf</b>	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
<b>Turf</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA E (Mantenimiento de Jardín Extensivo)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A




\* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.

# Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)

## Zone (Zona) E-2 • Hidden Springs



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.

-  Landscaped Parkway (*Areas Ajardinadas*)
-  Landscaped Open Space (*Area abierta Ajardinada*)
-  Zone E-2 Properties (*Zona E-2 Propiedades*)

**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 260413014**  
**CSD ZONE E-2 (EXTENSIVE LANDSCAPE MAINTENANCE)**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-2 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-2. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone E-2 services of \$119.54 per residential parcel or Equivalent Dwelling Unit (**approximately \$9.96 per month**). The increase will adjust the approved annual charge from \$398.46 to \$518.00 per residential parcel or Equivalent Dwelling Unit for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona E-2 de \$119.54 por parcela residencial o Unidad de Vivienda Equivalente (**aproximadamente \$9.96 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$398.46 a \$518.00 por parcela o Unidad de Vivienda Equivalente para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone E-2 services of \$119.54 per residential parcel or Equivalent Dwelling Unit. I understand landscaping services for Zone E-2 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona E-2 de \$119.54 por parcela residencial o Unidad de Vivienda Equivalente. Entiendo que los servicios de jardinería de la Zona E-2 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser discontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SCH 5-DIGIT 92554 0000001  
YASER R TELLO

11411 STEEPLECHASE DR  
MORENO VALLEY CA 92555-1407



Item No. E.2



Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-3A ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. In order to maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-3A annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by \$3.40 per month** to meet current costs. The Zone E-3A charges are collected on the County of Riverside property tax bills. The Zone E-3A annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-3A are divided proportionally by the number of parcels to determine the annual charge per parcel.

**ATTACHMENT 3**

## **NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-1**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA\*\*\*\*\***

### **Introducción**

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-3A. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial **umentara a \$3.40 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-3A es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-3A son divididos en proporción al número de parcelas para determinar el costo anual por parcela.

### **Reason for the Increase**

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

### **Current Charge**

The 2010/11 Zone E-3A annual charges for standard landscape maintenance services are \$67.20 per residential parcel. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-3A program for FY 2010/11 is \$31,516.80.

### **Proposed Charge**

To meet current costs, the Zone E-3A charges are proposed to be adjusted to \$108.00 per residential parcel. This equates to an estimated annual increase of approximately 61% or \$40.80 per residential parcel.

### **Annual Adjustment**

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

### **Zone E-3A Parcel Charge History**

The following table sets forth the history of the annual charges.

<b>Per Residential Parcel</b>	
<b>Fiscal Year</b>	<b>Annual Charge</b>
2005-06	\$63.00
2006-07	\$63.00
2007-08	\$63.00
2008-09	\$66.00
2009-10	\$66.00
2010-11	\$67.20

### **Duration of the Charge**

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

### **Public Hearing**

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD 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.**

### **¿La Razón por el Incremento?**

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Cargo Actual**

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-3A es de \$67.20 por parcela residencial. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-3A durante el año fiscal 2010/11 es de \$31,516.80.

### **Cargo Que Se Propone**

Se ha propuesto un ajuste al cargo anual de la Zona E-3A para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$108.00 por parcela residencial. Este ajuste equivaldría a un aumento anual aproximado de 61% o \$40.80 por parcela residencial.

### **Ajuste Anual**

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### **Historial de Cargos Por Parcela Para La Zona E-3A**

La siguiente tabla estadística refleja el historial de los cargos anuales.

<b>Por Parcela Residencial</b>	
<b>Año Fiscal</b>	<b>Cargo Anual</b>
2005-06	\$63.00
2006-07	\$63.00
2007-08	\$63.00
2008-09	\$66.00
2009-10	\$66.00
2010-11	\$67.20

### **Duración del Cargo**

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$108.00 per residential parcel shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## Audiencia Pública

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## El Efecto de Ser Aprobado el Incremento

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$108 por parcela residencial será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## El Efecto Si el Incremento No Es Aprobado

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## Para Más Información

Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## Como Llenar La Boleta

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk)

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada.*

## 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.

3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.



Una marca que este mayormente dentro de la caja;



Una X que este mayormente dentro de la caja;



Un punto o marca ovalada que este mayormente dentro de la caja;



Llenar la caja completamente mayormente dentro de las líneas;



Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;



Un circulo alrededor de la caja y/o la cláusula asociada; o



Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.



**CSD ZONE E-3A  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	771,002.80	Square Feet or
	1.63	Acres
 <b>REVENUES</b>		
<b>Proposed Annual Zone E-3A Charge</b>	<b>\$ 108.00</b>	<b>or \$9.00 per month</b>
Number of parcels	470	
<b>Total Revenue</b>	<b>\$ 50,760.00</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 12,000.00	
Water (Eastern Municipal Water District)	2,400.00	
Electricity (SCE)	1,100.00	
Vandalism Repair	1,500.00	
Repair and Replacement	1,420.00	
Other (mulching, plant material replacement, etc.)	7,300.00	
Landscape Inspectors/Technicians and Support Services	15,604.00	
Parts and Equipment/Miscellaneous Direct Expenses	2,291.00	
Subtotal Direct Costs	\$ 43,615.00	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 625.00	
Special Districts Program Administration	2,354.99	
City Administration	4,165.01	
Subtotal Indirect Costs	\$ 7,145.00	
<b>Total Expenses</b>	<b>\$ 50,760.00</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA E-3A**  
**PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	771,002.80	Pies Cuadrados
	1.63	Acres
 <b>INGRESOS</b>		
<b>Carga Anual Propuesto para la Zona E-3A</b>	<b>\$ 108.00</b>	<b>o \$9.00 mensual</b>
<b>Numero de parcelas</b>	<b>470.00</b>	
<b>Total de Ingresos</b>	<b>\$ 50,760.00</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 12,000.00	
Agua (Eastern Municipal Water District)	2,400.00	
Electricidad (SCE)	1,100.00	
Reparación de Vandalismo	1,500.00	
Reparación o Reemplazo	1,420.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)	7,300.00	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	15,604.00	
Partes y Equipo/Egresos Misceláneos Directos	2,291.00	
Subtotal de Costos Directos	\$ 43,615.00	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 625.00	
Administración de Programa de Servicios Especiales	2,354.99	
Administración de la Ciudad	4,165.01	
Subtotal de Costos Indirectos	\$ 7,145.00	
<b>Total de Egresos</b>	<b>\$ 50,760.00</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.

Administración de la Ciudad: servicios administrativos y seguro de responsabilidad civil.

**COMMUNITY SERVICES DISTRICTS  
ZONE E (Extensive Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed (budget permitting)	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	8 applications per year (minimum)	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed (budget permitting)	As needed (budget permitting)
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers</b>	Pre-emergent 2 times per year	As needed (budget permitting )	N/A
<b>Shrubs/Ground Covers</b>	Insect/disease control (as needed)	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
<b>Turf</b>	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
<b>Turf</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA E (Mantenimiento de Jardín Extensivo)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas por los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.



**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 308511024**  
**CSD ZONE E-3A (EXTENSIVE LANDSCAPE MAINTENANCE)**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-3A annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-3A. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

**Yes/Si**



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone E-3A services of \$40.80 per residential parcel (**\$3.40 per month**). The increase will adjust the approved annual charge from \$67.20 to \$108.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona E-3A de \$40.80 por parcela residencial (**a \$3.40 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$67.20 a \$108.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los años venideros del Departamento de Trabajo.

**No/No**



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone E-3A services of \$40.80 per residential parcel. I understand landscaping services for Zone E-3A shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

**No, yo no apruebo** el incremento anual a los servicios de la Zona E-3A de \$40.80 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-3A serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0000095  
ROSA ESPINOZA

16556 WITHERS WAY  
MORENO VALLEY CA 92555-3343

Item No. E.2

Español al reverso

May 9, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR COMMUNITY SERVICES DISTRICT (CSD) ZONE E (EXTENSIVE LANDSCAPE MAINTENANCE) REGARDING A PROPOSED INCREASE TO THE ZONE E-4 ANNUAL CHARGE**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

**Introduction**

The Moreno Valley Community Services District (CSD) Zone E program funds administration and service costs for maintenance of designated common landscaped areas throughout your community. To maintain landscape services at the standard service level, the CSD submits to you the enclosed ballot along with this notification. The ballot provides property owners an opportunity to approve or oppose the proposed increase to the Zone E-4 annual charges. If approved, beginning in FY 2011/12 each residential parcel's annual charge shall be **increased by approximately \$10.83 per month** to meet current costs. The Zone E-4 annual charges are collected on the County of Riverside property tax bills. The Zone E-4 annual charge is a direct-benefit charge for your community; there are no other revenue sources to pay for landscape maintenance.

**Background**

The Moreno Valley CSD was formed when the City incorporated in 1984. The CSD established benefit zones to allocate the cost of special services to those parcels receiving benefit from designated CSD programs. The Zone E (Extensive Landscape Maintenance) program provides landscape maintenance services to designated areas that have landscaped perimeters, open space, medians, and/or entry statements. See enclosed map for the location of these landscaped areas. In compliance with Proposition 218, "The Right to Vote on Taxes Act", the CSD is conducting a mail ballot proceeding to provide property owners the opportunity to submit a ballot in support of or opposition to the proposed increase in the annual charge.

**Services Provided**

The Zone E annual charges fund administration and service costs for the landscape maintenance, which includes: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the identified landscape areas. Included with this notice is a description of the general service level guidelines which may be performed for each service level.

**How is the Amount of the Charge Determined?**

The CSD zones are structured to be full cost recovery programs. The annual expenses for Zone E-4 are divided proportionally by the number of parcels or acres to determine the annual charge per parcel or acre.

ATTACHMENT 4

**NOTICIA A LOS PROPIETARIOS DE HOGAR – PROCEDIMIENTO DE VOTACION POR CORREO PARA EL DISTRITO DE SERVICIOS COMUNITARIOS (CSD) ZONA E (MANTENIMIENTO DE LAS AREAS AJARDINADAS EXTENSIVO) REFERENTE A UN PROPUESTO INCREMENTO DEL CARGO ANUAL DE LA ZONA E-4**

**\*\*\*\*\* BOLETA OFICIAL ADJUNTA\*\*\*\*\***

### **Introducción**

El programa Zona E del Distrito de Servicios Comunitarios de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento de las áreas ajardinadas designadas dentro de su comunidad inmediata. Para continuar con el servicio de mantenimiento de nivel estándar, el CSD a incluido una boleta junto con este comunicado. La boleta brinda a los propietarios la oportunidad de votar a favor o en contra al propuesto incremento del cargo anual de la Zona E-4. De ser aprobado, comenzando el año fiscal 2011/12 el cargo anual por parcela residencial  **aumentara aproximadamente \$10.83 mensual** para poder solventar los costos actuales. Este cargo es colectado mediante los impuestos de la propiedad que colecta el Condado de Riverside. El cargo anual de la Zona E-4 es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### **Historial**

El CSD de Moreno Valley fue formado cuando la Ciudad se incorporo en 1984. El CSD estableció subsidios para asignar los costos de servicios especializados a aquellas parcelas que reciban beneficios de ciertos programas designados por el CSD. El programa de la Zona E (El Mantenimiento de las Áreas Ajardinadas) provee servicio de mantenimiento a áreas designadas que tengan jardín en los camellones, perímetro o monumentos en las entradas. Véase el mapa adjunto para localizar las áreas ajardinadas dentro de su comunidad. En cumplimiento con la Proposición 218, que estipula el derecho de voto en cuanto a impuestos a la propiedad, “The Right to Vote on Taxes Act”, el CSD esta llevando a cabo este procedimiento electoral brindando la oportunidad a los propietarios de presentar su boleta a favor u oposición al propuesto incremento del cargo anual.

### **Los Servicios que se Proveen**

El programa Zona E del Distrito de Servicios Comunitario de Moreno Valley (CSD) costea los costos relacionados con la administración y servicios de mantenimiento: corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación, el costo de agua y electricidad, personal, al igual que otros elementos necesarios para el mantenimiento del jardín. Adjunta con esta nota, encontrara un resumen de los servicios que se proveen dependiendo del nivel de servicio.

### **¿Como se Determina la Cantidad del Cargo Anual?**

Los programas de las zonas CSD, son programas de recuperación de costo total. Los egresos anuales de la Zona E-4 son divididos en proporción al número de parcelas o acres para determinar el costo anual por parcela o acres.



### Reason for the Increase

Over the years, higher costs for electricity, water, and maintenance have impacted the overall program costs. Additionally, the service area has incurred various costs for vandal and irrigation repairs, replacement of plant materials, and tree maintenance. The CSD has used fund balances to subsidize cost increases for several years and has implemented a range of efficiency measures. However, sufficient funds are no longer available to offset the difference between the actual costs and the annual parcel charges paid by the property owners. There are no other revenue sources to pay for landscape maintenance. Since the current parcel charges do not provide adequate funding for the full cost of landscape maintenance, the CSD is required to ballot the property owners to seek approval for an increase to the annual charges to maintain services at the standard service level.

### Current Charge

The 2010/11 Zone E-4 annual charges for standard landscape maintenance services are \$110.00 per residential parcel or \$440.00 per acre for nonresidential or undeveloped parcels. The annual charges are collected on the County of Riverside property tax bills. The total amount levied for the Zone E-4 program for FY 2010/11 is \$251,873.60.

### Proposed Charge

To meet current costs, the Zone E-4 charges are proposed to be adjusted to \$240.00 per residential parcel or \$960.00 per acre for nonresidential or undeveloped parcels. This equates to an estimated annual increase of approximately 118% or \$130.00 per residential parcel or \$520.00 per acre for nonresidential or undeveloped parcels.

### Annual Adjustment

The charges shall be subject to an annual inflation adjustment based on the percentage increase 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 in future years.

### Zone E-4 Parcel Charge History

The following table sets forth the history of the annual charges.

Per Residential Parcel		Per Acre (Nonresidential or Undeveloped)	
Fiscal Year	Annual Charge	Fiscal Year	Annual Charge
2007-08	\$110.00	2007-08	\$440.00
2008-09	\$110.00	2008-09	\$440.00
2009-10	\$110.00	2009-10	\$440.00
2010-11	\$110.00	2010-11	\$440.00

### Duration of the Charge

If approved, the increase in the charges shall be levied on the County of Riverside property tax bills beginning with the FY 2011/12 tax bills, and each following year at the property owner approved charge.

### Public Hearing

To provide information concerning the proposed mail ballot proceeding for the Zone E (Extensive Landscape Maintenance) program the CSD 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.**

### ¿La Razón por el Incremento?

A través de los años, el aumento en los costos del agua, la electricidad y de las compañías de mantenimiento han impactado los costos del programa por entero. Adicionalmente, las áreas de servicio han incurrido otros costos debido a vandalismo y reparaciones del sistema de irrigación, reemplazo de plantas y el podado de los árboles. Por algunos años, el CSD ha subvencionado estos altos costos mediante un saldo de fondos y mediante implementar diversas medidas eficaces. Sin embargo, los fondos disponibles necesarios para sufragar la diferencia entre el costo actual y los fondos que se recaudan actualmente mediante el cargo que paga cada parcela anualmente se han agotado. Debido a que el cargo por parcela actual no provee los suficientes fondos para costear los costos de mantenimiento de la áreas ajardinadas, el CSD es requerido que lleve a cabo una votación de los propietarios buscando aprobación a un incremento al cargo anual para seguir suministrando el servicio actual de mantenimiento estándar. Este es un cargo de beneficio directo para su comunidad; no hay otras fuentes de ingresos que se usen para pagar los costos de mantenimiento.

### Cargo Actual

Para el año 2010/11 el cargo anual para los servicios de mantenimiento estándar de la Zona E-4 es de \$110.00 por parcela residencial, \$960.00 por acre no residencial o parcelas subdesarrolladas. El cargo anual se colecta mediante la factura de impuesto a la propiedad que se paga al Condado de Riverside. La cantidad total que se recaudo para el programa de la Zona E-4 durante el año fiscal 2010/11 es de \$251,873.60.

### Cargo Que Se Propone

Se ha propuesto un ajuste al cargo anual de la Zona E-4 para el año fiscal 2011/12, para poder solventar los costos actuales. El ajuste que se propone aumentaría el cargo anual a \$240 por parcela residencial, \$960 por acre no residencial o parcelas subdesarrolladas. Este ajuste equivaldría a un aumento anual aproximado de 118% o \$130.00 por parcela residencial, \$520.00 por acre no residencial o parcelas subdesarrolladas.

### Ajuste Anual

El cargo anual estará sujeto ha un ajuste anual basado en el cambio a el porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales del Departamento de Trabajo en los próximos años.

### Historial de Cargos Por Parcela Para La Zona E-4

La siguiente tabla estadística refleja el historial de los cargos anuales.

Por Parcela Residencial		Por Acre (No Residencial/ Subdesarrollado)	
Año Fiscal	Cargo Anual	Año Fiscal	Cargo Anual
2007-08	\$110.00	2007-08	\$440.00
2008-09	\$110.00	2008-09	\$440.00
2009-10	\$110.00	2009-10	\$440.00
2010-11	\$110.00	2010-11	\$440.00

### Duración del Cargo

De ser aprobado, el incremento al cargo anual será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12 y cada siguiente año.

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, June 14, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, June 28, 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, at a time and location as confirmed by the CSD Board. All ballots received shall be tabulated under the direction of the Secretary of the CSD Board of Directors (City Clerk) in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

### **Effect if Increase is Approved**

If a simple majority (50%+1) of the returned valid weighted ballots approve the increase in the annual charge, landscape maintenance services shall continue at the current level. The total approved charges of \$240.00 per residential parcel or \$960.00 per acre for nonresidential or undeveloped parcels shall be placed on the 2011/12 Riverside County property tax bill.

### **Effect if Increase is Not Approved**

If there is a tie or if a majority of the returned valid weighted ballots oppose the increase in the annual charges, the landscape maintenance service level shall be reduced to a level consistent with available funding. The net result may be that the overall appearance of these landscaped areas will be reduced from their present condition. If available funding cannot support the lowest level of service, property owners will be notified and maintenance services may be discontinued.

### **For More Information**

If you have any questions about the proposed increase in the annual charges, the landscape maintenance services, about the mail ballot proceeding process, would like to schedule a community meeting for a detailed briefing, or would like to request additional supporting documentation such as detailed budget information, please contact the City's Special Districts Division, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3480.

### **Completing Your Ballot**

Property owners may submit the enclosed ballot to the CSD in support of or opposition to the proposed increase to the annual charges. Please follow the instructions listed below to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballot in support of or opposition to the proposed increase to the annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballot. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing which will be held on **Tuesday, June 28, 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.

## **Audiencia Pública**

Para proveer mas información en cuanto al procedimiento de votación por correo propuesto para la Zona E (Mantenimiento de Jardín Extensivo) se ha programado una Junta Publica y una Audiencia Publica, que se llevaran a cabo en la **Cámara de Ayuntamiento de la Ciudad de Moreno Valley (City Hall Council Chamber) localizada en el 14177 Frederick Street, Moreno Valley.**

<b><u>Junta Publica</u></b> Martes, 14 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)	<b><u>Audiencia Publica</u></b> Martes, 28 de Junio del 2011 6:30 P.M. (o tan pronto come el asunto sea presentado)
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Las boletas regresadas serán tabuladas después del cierre de la Audiencia Publica, a una hora y lugar que sea confirmado por el Comité Ejecutivo de CSD. Todas las boletas recibidas serán tabuladas bajo la dirección del Secretario del Comité Ejecutivo del CSD (Secretario de la Ciudad) en conformidad con la corriente Política Para Conducir Procedimientos De Votación Por Correo 1.12.

## **El Efecto de Ser Aprobado el Incremento**

Si una simple mayoría (50%+1) de las boletas validas aprueban el incremento al cargo anual, el nivel de servicio de mantenimiento continuara vigente. El cargo anual aprobado de \$240 por parcela residencial, \$960 por acre no residencial o parcelas subdesarrolladas será colectado mediante el impuesto a la propiedad, que colecta el Condado de Riverside, comenzando con el año fiscal 2011/12.

## **El Efecto Si el Incremento No Es Aprobado**

Si la mayoría de las boletas validas regresadas se oponen al incremento al cargo anual o si hay un empate, el servicio de mantenimiento será reducido a un nivel basado en los fondos disponibles. Si los fondos disponibles no llegasen a cubrir el nivel de servicio mínimo, los propietarios recibirán un comunicado por carta que los servicios serán descontinuados. El resultado final seria que la apariencia actual de las áreas ajardinadas se verá afectada.

## **Para Más Información**








Si tiene alguna pregunta acerca del incremento anual propuesto, los servicios de mantenimiento, le gustaría organizar una junta comunitaria para mas detalles, o incurrir mas detalles sobre el presupuesto, por favor llame al la División de Distritos Especiales de la Ciudad de Lunes a Jueves, 7:30 a.m. a 5:30 p.m. al 951.413.4380.

## **Como Llenar La Boleta**

Los propietarios podrán enviar la boleta adjunta al CSD en apoyo u oposición al propuesto aumento al cargo anual. Por favor siga las siguientes instrucciones en cuanto a como llenar y devolver la boleta correctamente. También, podrá encontrar información en cuanto a los procedimientos de cómo llenar, regresar y como se tabulan las boletas en la oficina de Secretaria de la Ciudad (City Clerk).

**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.

1. En la boleta **ponga una marca en la caja correspondiente**, ya sea que este votando a favor o en contra.
2. Firme la boleta. Cualquier boleta que sea devuelta sin firma(s) será considerada invalida y *por lo tanto no será contada*.
3. Envié la boleta en el sobre adjunto a la oficina de Secretaria de la Ciudad (City Clerk's office) a la siguiente dirección, 14177 Frederick Street, Moreno Valley, CA, 92553. Para su conveniencia, el sobre incluido tiene el franqueo pagado. También puede traer su boleta personalmente si así lo desea a la misma dirección.
4. Las boletas deberán ser **recibidas** por el Secretario de la Ciudad antes del cierre de la Audiencia Publica que se llevara a cabo el **Martes, 28 de Junio del 2011**, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber). La audiencia comenzara a las 6:30 p.m. o en tanto sea posible tratar el asunto. Legalmente, las boletas que sean recibidas después del cierre de la Audiencia Publica, no podrán ser contadas

### Marcas Validas

Los siguientes son ejemplos de marcas que se consideran apropiadas para votar Si/Aprobado o No/No Aprobado en su boleta electoral.

	Una marca que este mayormente dentro de la caja;
	Una X que este mayormente dentro de la caja;
	Un punto o marca ovalada que este mayormente dentro de la caja;
	Llenar la caja completamente mayormente dentro de las líneas;
	Una línea, llena o quebrada, o combinación de líneas. Podrá usar líneas verticales, horizontales o diagonales. Puede marcar de una esquina a otra. Sin embargo, para que su voto sea valido, siempre manténgase mayormente dentro de la caja que este marcando sin marcar la quede vacía;
	Un circulo alrededor de la caja y/o la cláusula asociada; o
	Un cuadro o rectángulo alrededor de la caja y/o cláusula asociada.

Las marcas en las boletas no deberán extenderse mas allá del área de la caja que ha escogido. Si la marca de una caja se extiende a la otra o al la porción que explica el significado de esta, la boleta será considerada invalida y por lo tanto no será contada.

### Cambios o revisiones a las marcas de la boleta

Si comete un error al marcar su voto en la boleta o simplemente desea cambiar su voto, podrá hacerlo mediante poner sus iniciales claramente marcadas al derecho de la selección que halla ajustado. Cualquier cambio deberá ser iniciado por el propietario solamente. Solo se aceptaran estos cambios o ajustes a las boletas si son recibidas antes del cierre del testimonio publico en la Audiencia Publica.

**CSD ZONE E-4  
FY 2011/12 BUDGET**

<b>LANDSCAPE AREA</b>	1,205,727	Square Feet or
	27.80	Acres
 <b>REVENUES</b>		
Single Family Parcels (2,063)	\$ 240.00	or \$20.00 per month
Nonresidential/undeveloped parcels (56.69 acres)	\$ 960.00	or \$80.00 per month
<b>Total Revenue</b>	<b>\$ 549,542.40</b>	
 <b>EXPENSES</b>		
Direct Costs		
Base Maintenance Contract	\$ 173,985.00	
Water (Eastern Municipal Water District)	39,700.00	
Electricity (SCE)	3,500.00	
Vandalism Repair	1,900.00	
Other (mulching, plant material replacement, etc.)	101,586.40	
Landscape Inspectors/Technicians and Support Services	146,320.00	
Parts and Equipment/Miscellaneous Direct Expenses	19,801.00	
Subtotal Direct Costs	<u>\$ 486,792.40</u>	
Indirect Costs		
Miscellaneous Indirect Expenses	\$ 5,858.00	
Special Districts Program Administration	17,838.04	
City Administration	39,053.96	
Subtotal Indirect Costs	<u>\$ 62,750.00</u>	
<b>Total Expenses</b>	<b>\$ 549,542.40</b>	

Base Maintenance Contract: includes total annual costs for contract services of bonded and insured professional landscape contracting firm, based upon prevailing wage requirements. Services may include mowing, trimming, pruning, fertilizing, weed control, litter removal, and maintaining the irrigation systems.

Vandalism Repair: includes abatement of nuisance and necessary repairs.

Repair and Replacement: may include, but are not limited to, major and intermediate irrigation rehabilitation and/or renovation projects (including parts), replacement of plant materials, fertilizers and pesticides, tree trimming, and mulching.

Landscape Inspectors/Technicians and Support Services: personnel costs for oversight of landscape contractor, manual labor time for assistance with major and minor repairs, renovation, and landscape replacement/removal projects. Administrative staff manages maintenance contracts, ensures timely payment of all invoices, creates and monitors the annual program budget, and applies the annual charges on the property tax.

Parts and Equipment/Miscellaneous Direct Expense: landscape irrigation parts (for minor and/or emergency repairs), and equipment (used by personnel). Service vehicle, fuel and telecommunications equipment.

Miscellaneous Indirect Expenses: tools, uniforms, training, copying, mailing, postage, etc.

Special Districts Administration: includes professional services, Riverside County fees, and other municipal agency services.

City Administration: administrative services and liability insurance.

**CSD ZONA E-4**  
**PRESUPUESTO DEL AÑO FISCAL 2011/12**

<b>ÁREA AJARDINADA</b>	1,205,727	Pies Cuadrados
	27.80	Acres
 <b>INGRESOS</b>		
<b>Parcelas de Unidades Familiar (2063)</b>	<b>\$ 240.00</b>	<b>o \$20.00 mensual</b>
<b>Acres No Residenciales o Subdesarrollados (56.69 acres)</b>	<b>\$ 960.00</b>	<b>o \$80.00 mensual</b>
 <b>Total de Ingresos</b>	 <b>\$ 549,542.40</b>	
 <b>EGRESOS</b>		
Costos Directos		
Contrato de Mantenimiento Base	\$ 173,985.00	
Agua (Eastern Municipal Water District)	39,700.00	
Electricidad (SCE)	3,500.00	
Reparación de Vandalismo	1,900.00	
Otros Gastos (Mantillo, Reemplazo de Plantas, etc.)	101,586.40	
Inspectores de Jardinería/Servicios de Apoyo Técnicos	146,320.00	
Partes y Equipo/Egresos Misceláneos Directos	19,801.00	
Subtotal de Costos Directos	\$ 486,792.40	
Costos Indirectos		
Egresos Misceláneos Indirectos	\$ 5,858.00	
Administración de Programa de Servicios Especiales	17,838.04	
Administración de la Ciudad	39,053.96	
Subtotal de Costos Indirectos	\$ 62,750.00	
 <b>Total de Egresos</b>	 <b>\$ 549,542.40</b>	

Contrato de Mantenimiento Base: incluye el total de costo anual de los servicios contratados de las compañías de mantenimiento, basado en salarios prevalecientes requeridos. Los servicios incluyen corte de césped, podado de árboles y arbustos, fertilización, control de hierbas y basura, mantenimiento y reparación al sistema de irrigación.

Reparación de Vandalismo: incluye reparaciones y alivio de molestias publicas

Reparación o Reemplazo: pudiera incluir, pero no limitado a, rehabilitación del sistema de riego, sea de índole mayor o intermediaria y/o proyecto de renovación (incluyendo partes necesaria), reemplazo de plantas, fertilizantes y pesticidas, podado de árboles e instalación de mantillo.

Inspectores de Jardinería/Servicios de Apoyo Técnico: costos relacionados con el personal de supervisión a los contratistas, costo de mano de obra en reparaciones mayores o mínimas, renovaciones y proyectos de reemplazo de plantas. Costos relacionados con el personal administrativo encargado del administro de los contratos de mantenimiento, pago de facturas al debido tiempo, crear y controlar el presupuesto anual del programa y aplicar los cargos anuales de impuestos a la propiedad.

Partes y Equipo/Egresos Misceláneos Directos: Partes para el sistema de irrigación y equipo (usado por el personal) para reparaciones menores o de emergencia. Servicio de los vehículos, combustible y equipo de telecomunicación.

Egresos Misceláneos Indirectos: herramientas, uniformes, entrenamientos, gastos de envío, etc.

Administración del Programa de Servicios Especiales: incluye los servicios profesionales, cuotas del Condado de Riverside y otros servicios de agencias municipales.



**COMMUNITY SERVICES DISTRICTS  
ZONE E (Extensive Landscape Maintenance)  
GENERAL SERVICE LEVEL GUIDELINES \***

<b>DESCRIPTION OF LANDSCAPE MAINTENANCE SERVICE</b>	<b>STANDARD MAINTENANCE SERVICE</b>	<b>REDUCED MAINTENANCE SERVICE</b>	<b>STREET TREE MAINTENANCE SERVICE</b>
<b>Mowing, Edging &amp; Trimming (Of Turf Areas Only)</b>	Weekly	Monthly (or Bi-monthly as needed)	N/A
<b>Aeration</b>	3 times per year	As needed (budget permitting)	N/A
<b>Tree Trimming</b>	1 time every 3-4 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment	1 time every 5-7 years or when necessary to eliminate hazard and/or ROW encroachment
<b>Shrub Trimming</b>	1 time per year (minimum) to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment	1 time per year to eliminate hazard and/or ROW encroachment
<b>Ground Cover Trimming</b>	4 times per year (quarterly) to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment	2 times per year to eliminate hazard and/or ROW encroachment
<b>Weed Control</b>	Monthly	4 times per year (quarterly)	4 times per year (quarterly)
<b>Irrigation</b>	Weekly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)	Monthly (inspect/adjust/repair)
<b>Litter Removal</b>	Weekly	1 time per month or at least 1 time per 2 months	1 time per month or at least 1 time per 2 months
<b>Turf Fertilizer</b>	8 applications per year (minimum)	3 applications per year	N/A
<b>Shrub Fertilizer</b>	2 applications per year	1 application per year	N/A
<b>Tree Fertilizer</b>	As needed	As needed (budget permitting)	As needed (budget permitting)
<b>Pesticides:</b>			
<b>Shrubs/Ground Covers</b>	Pre-emergent 2 times per year	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers</b>	Insect/disease control (as needed)	As needed (budget permitting)	N/A
<b>Shrubs/Ground Covers</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A
<b>Turf</b>	Weed control, insect, and disease control (as needed)	As needed (budget permitting)	N/A
<b>Turf</b>	Vertebrate pest control Monthly (minimum)	As needed (budget permitting)	N/A

\* The table sets forth the general guidelines for landscape maintenance services. Since every service area is unique and may require adjusted services based on seasonal demands and available funding, the actual services provided shall be determined by the Special Districts Division Manager. The service level for each service area is contingent upon available funding to support the designated level of service.

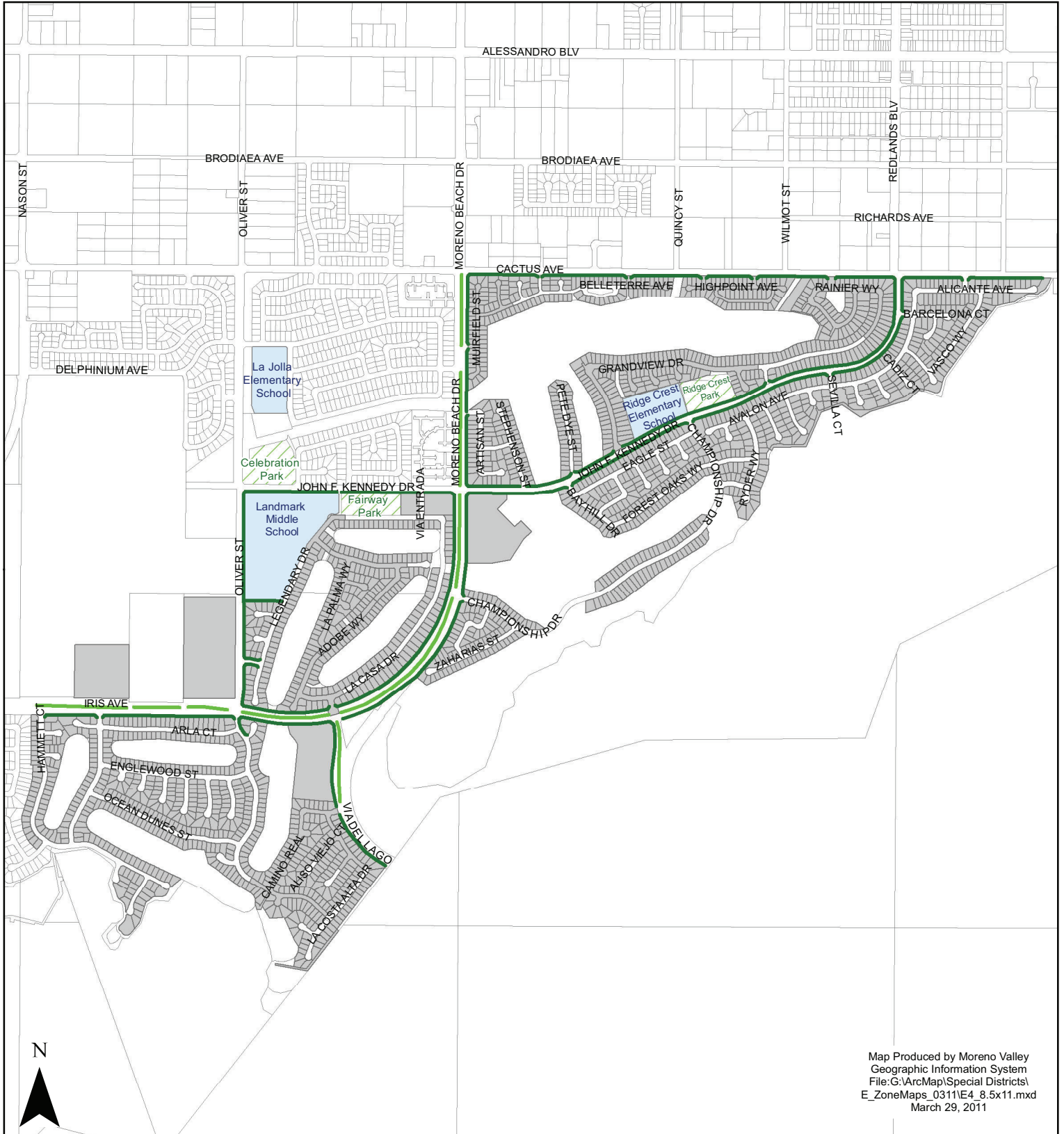
**DISTRITO DE SERVICIOS COMUNITARIOS  
ZONA E (Mantenimiento de Jardín Extensivo)  
PAUTAS DE NIVEL DE SERVICIO GENERAL\***

<b>DESCRIPCIÓN DE LOS NIVELES DE SERVICIO DE MANTENIMIENTO</b>	<b>SERVICIO DE MANTENIMIENTO ESTANDAR</b>	<b>SERVICIO DE MANTENIMIENTO REDUCIDO</b>	<b>SERVICIO DE MANTENIMIENTO STREET TREE</b>
<b>CORTADO DEL CESPED</b>	Semanalmente	Mensual (o bimensual como sea necesario)	N/A
<b>AERACIÓN DEL CESPED</b>	3 veces por año	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>PODADO DE ÁRBOLES</b>	1 vez cada 3-4 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía	1 vez cada 5-7 años o cuando sea necesario para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE ARBUSTOS</b>	1 vez por año (mínimo) para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía	1 vez por año para eliminar peligros/o invasión al derecho de vía
<b>PODADO DE CUBIERTA VEGETAL</b>	4 veces por año (trimestralmente) para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía	2 veces por año para eliminar peligros/o invasión al derecho de vía
<b>CONTROL DE HIERBAS</b>	Mensualmente	4 veces por año (trimestralmente)	4 veces por año (trimestralmente)
<b>IRRIGACIÓN</b>	Semanalmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)	Mensualmente (inspección/ajuste/reparar)
<b>RECOGIMIENTO DE BASURA</b>	Semanalmente	1 vez por mes o por lo menos 1 vez cada 2 meses	1 vez por mes o por lo menos 1 vez cada 2 meses
<b>FERTILIZACIÓN DE CÉSPED</b>	8 aplicaciones por año (mínimo)	3 aplicaciones por año	N/A
<b>FERTILIZACIÓN DE ARBUSTOS</b>	2 aplicaciones por año	1 aplicación por año	N/A
<b>FERTILIZACIÓN DE ÁRBOLES</b>	Como sea necesario	Como sea necesario (de acuerdo al presupuesto)	Como sea necesario (de acuerdo al presupuesto)
<b>Pesticidas:</b>			
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Pre-crecido (2 veces por año)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de insectos/plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>ARBUSTOS/CUBIERTA VEGETAL</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de hierbas, insectos y plagas (como sea necesario)	Como sea necesario (de acuerdo al presupuesto)	N/A
<b>CÉSPED</b>	Control de animal(es) vertebrados (mínimo)	Como sea necesario (de acuerdo al presupuesto)	N/A

\* La tabla refleja las pautas estipuladas par los servicios de mantenimiento. Debido a que cada área es distinta y el que los servicios podrían ser ajustados debido a la temporada del año o debido a fondos disponibles, el Gerente de la División de Distritos Especiales dictara que tipo de servicios serán apropiados. El nivel de servicio para cada área será sujeto a un ajuste dependiendo los fondos disponibles.




# Moreno Valley Community Services District Extensive Landscape Maintenance (*Jardineria y mantenimiento general*)

## Zone (Zona) E-4 • Moreno Valley Ranch - East (Este)



Map Produced by Moreno Valley  
Geographic Information System  
File:G:\ArcMap\Special Districts\  
E\_ZoneMaps\_0311\E4\_8.5x11.mxd  
March 29, 2011

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.

-  Landscaped Parkway (*Areas Ajardinadas*)
-  Landscaped Median (*Medianas Ajardinadas*)
-  Zone E-4 Parcels (*Zona E-4 Parcelas*)

**OFFICIAL BALLOT/BOLETA OFICIAL for Assessor Parcel No. 304153013**  
**CSD ZONE E-4 (EXTENSIVE LANDSCAPE MAINTENANCE)**



Mark the enclosed ballot in support of or opposition to the proposed increase in the Zone E-4 annual charge by placing a mark in the corresponding box and signing your name on the adjacent signature line. An unmarked or unsigned ballot will be considered invalid and will not be counted. This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing on June 28, 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.

**Marque la boleta en el recuadro correspondiente si esta a favor o en contra al incremento propuesto al cargo anual para la Zona E-4. Después, firme en la línea que corresponda al recuadro elegido solamente.** Cualquier boleta que sea devuelta sin voto o firma(s) o ambas será considerada invalida y por lo tanto no será contada. Esta boleta deberá ser recibida por el Secretario del Comité de CSD (Secretario de la Ciudad) antes del cierre de la Audiencia Publica que se llevara a cabo el 28 de Junio del 2011, en la Cámara de Ayuntamiento de Moreno Valley (Moreno Valley City Hall Council Chamber), a las 6:30 p.m. o en tanto sea posible tratar el asunto.

Yes/Si



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**Yes, I approve** the increase in the annual charge for Zone E-4 services of \$130.00 per residential parcel (**approximately \$10.83 per month**). The increase will adjust the approved annual charge from \$110.00 to \$240.00 per parcel for fiscal year 2011/12. The approved charge is subject to an annual inflation adjustment based on the percentage increase 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 in future years.

**Si, yo apruebo** el incremento anual a los servicios de la Zona E-4 de \$130.00 por parcela residencial (**aproximadamente \$10.83 mensual**). Dicho incremento resultara en un ajuste al cargo anual aprobado de \$110.00 a \$240.00 por parcela para el próximo año fiscal 2011/2012. Este cargo esta sujeto a un ajuste inflacionario basado en el cambio al porcentaje calculado durante el año anterior al Índice Regional de Precio al Consumidor para Todos Los Consumidores Urbanos de los Condados de Los Ángeles-Riverside y Orange, publicado por la Oficina de Estadísticas Laborales para los anos venideros del Departamento de Trabajo.

No/No



PROPERTY OWNER SIGNATURE/FIRMA DEL PROPIETARIO      DATE/FECHA

**No, I do not approve** the increase in the annual charge for Zone E-4 services of \$130.00 per residential parcel. I understand landscaping services for Zone E-4 shall be reduced to a level consistent with available funding. If available funding cannot support the lowest level of service, maintenance services may be discontinued.

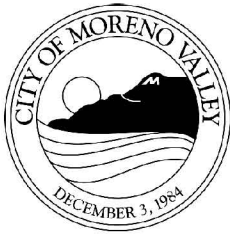
**No, yo no apruebo** el incremento anual a los servicios de la Zona E-4 de \$130.00 por parcela residencial. Entiendo que los servicios de jardinería de la Zona E-4 serán reducidos a un nivel basado en los fondos disponibles. El servicio de mantenimiento de las áreas ajardinadas podría ser descontinuado si los fondos disponibles no llegasen a costear el servicio más básico.

**Weighted Ballot Count: 1**

**THIS IS YOUR OFFICIAL BALLOT**

SINGLE-PIECE 92553 0002069  
PETTY ERNESTINE DEFINED PENSIO  
C/O RENEE PETTY  
4200 PARK BLV NO 202  
OAKLAND CA 94602





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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** June 28, 2011

**TITLE:** Public Hearing for Delinquent Residential Solid Waste Accounts

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### **RECOMMENDED ACTION**

Staff recommends that the City Council, after conducting the public hearing:

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection; and
2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

### **BACKGROUND**

Waste Management of the Inland Empire bills residential customers quarterly for solid waste services. Payments are made directly to Waste Management in advance for the following quarter. When a customer fails to make payment and the bill becomes more than sixty (60) days past due, the collection of the delinquent account is placed on the Riverside County property tax roll. This procedure was authorized by prior enactments of the City Council as reflected in Section 6.02.030 of the Moreno Valley Municipal Code. The option to collect delinquent payments was negotiated as part of the franchise agreement.

### **DISCUSSION**

The City Council approved the collection of delinquent solid waste accounts through the property tax roll process on March 1, 1993. Since that time, delinquent charges have been placed on property tax bills annually in June.

Waste Management of the Inland Empire has submitted a preliminary list of approximately 7,638 delinquent accounts. This delinquent list is to be placed on the FY 2011/2012 tax roll if approved by Council. An official copy of the list is available in the City Clerk's office for public viewing. The maximum charge to be placed on the tax roll is \$2,127,936.08. Although Waste Management accepted payment on delinquent accounts until June 21, 2011, there may be some additional deletions to the list or minor adjustments to the amounts prior to final submittal to the Riverside County Auditor.

As part of the notification process, Waste Management has mailed a "Notice of Delinquent Account" to the affected property owners and account holders, informing them of the intent to place all delinquent charges on the tax roll. These notifications are mailed on a quarterly basis which is over and above the minimum notification requirements as per Section 5470 of the California Health and Safety Code and the Moreno Valley Municipal Code Section 6.02.030. A public posting of the Council's action, in accordance with Section 6066 of the Government Code, is all that is required by law.

Procedurally, in order to collect these delinquent charges on the County tax roll, the City must file with the County Auditor a certified copy of Resolution 2007-72 along with the report as specified in California Health and Safety Code Section 5473.4 and Section 6.02.030 of the Moreno Valley Municipal Code.

### **ALTERNATIVES**

1. Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code.

2. Do not approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2011/2012 Riverside County property tax roll for collection and do not direct the City Clerk to file with the Riverside County Auditor a certified copy of the proposed resolution and a written report as prescribed by Section 6.02.030(e) of the Moreno Valley Municipal Code. *If Council does not approve the placement of the delinquent solid waste accounts on the tax roll, it could result in a net loss of revenue to the City of approximately \$258,118 in franchise fees.*

### **FISCAL IMPACT**

The City receives a 12.13% franchise fee for revenue generated from the collection of delinquent accounts at the time of collection. Placement of these delinquent charges on the County property tax roll will ensure the City receives the revenues due from this source which would be approximately \$258,118. This amount is deposited into the general fund.

Solid waste services are exempt from Proposition 218, as stated in Section 6(c) Property Related Fees and charges. This is because the obligation to pay does not arise due to the customer owning the property, it arises because the property is used in

a way which generates trash, and the customer did not choose to legally self-haul. Furthermore, the fee is not an encumbrance on the property, although delinquent fees can become the subject of a judgment lien.

**CITY COUNCIL GOALS**

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

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

**NOTIFICATION**

A “Notice of Public Hearing” was published on June 14, 2011 and June 21, 2011, in The Press Enterprise in accordance with Section 6066 of the Government Code. A public posting of Council’s action will also be done in accordance with section 6066 of the Government Code. In addition, Waste Management mailed payment requests to the attached accounts through a separate notice sent to property owners where the property could be identified as non-owner occupied. An official list of the submitted delinquent accounts is available in the City Clerk’s office. This list represents the maximum charges which can be placed on the property tax roll for FY 2011/2012.

**ATTACHMENTS**

Exhibit “A”: Resolution 2007-72 repealing, revising, and reenacting the provisions of Resolution 2005-53, and authorizing the collection of delinquent and unpaid taxes and charges for solid waste collection on the tax roll.

Prepared By:  
Ariana Ayala  
Management Analyst

Concurred By:  
Robert R. Lemon  
Maintenance & Operations Division Manager

Department Head Approval:  
Chris A. Vogt, P.E.  
Public Works Director/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. 2007-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING, REVISING AND REENACTING THE PROVISIONS OF RESOLUTION 2005-53, AND AUTHORIZING THE COLLECTION OF DELINQUENT AND UNPAID TAXES AND CHARGES FOR SOLID WASTE COLLECTION ON THE TAX ROLL.

WHEREAS, the City Council has heretofore adopted Chapter 6.02 of Title 6 of the City of Moreno Valley Municipal Code relating to refuse collection, transfer and disposal services; and

WHEREAS, Section 6.02.030 of Chapter 6.02 provides for the collection of delinquent and unpaid fees and charges on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Section 5473 of the California Health and Safety Code; and

WHEREAS, said delinquent and unpaid fees and charges are those fees and charges for which services have been rendered but which have not been paid for more than sixty (60) days after the billing date; and

WHEREAS, Section 5473.10 of the Health and Safety Code provides that in addition to delinquent fees and charges, the amount collected on the tax roll may also include a 10% basic penalty for nonpayment of those fees and charges and, in addition, a penalty of 1½% per month for nonpayment of those fees, charges and the basic penalty; and

WHEREAS, it is in the best interests of the City that delinquent and unpaid fees and charges for refuse collection be collected on the tax roll; and

WHEREAS, the City Council has heretofore caused a report to be prepared, a copy of which is on file in the office of the City Clerk, which identifies each parcel of real property (without consideration of the value of said property) receiving such refuse collection services and facilities and the amount of the delinquent fees and charges for each parcel for the year which remain outstanding, computed in conformity with the charges prescribed by Chapter 6.02, and has caused notice of said report and of a public hearing thereon to be duly given; and

WHEREAS, the City Council has held said hearing, at which all persons wishing to be heard were heard, and at which hearing the City Council heard and considered all objections and protests, if any;

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

1. Resolution No. 2005-53, as adopted by the City Council on June 28, 2005, is hereby repealed, the repeal to be effective only upon the date of adoption of this resolution. No action commenced pursuant to the authority granted by Resolution No. 2005-53 shall be invalidated or otherwise affected by the repeal thereof.

2. Delinquent and unpaid fees and charges for solid waste collection as set forth in said report, and herein confirmed, shall be collected on the tax roll in the same manner, by the same persons as, and at the same time as, together with and not separately from, the City's general taxes, pursuant to the provisions of Chapter 6.02 of the City of Moreno Valley Municipal Code and Section 5473 of the California Health and Safety Code.

3. On or before August 10<sup>th</sup> of each year following the final determination of the delinquent charges, the City Clerk shall file with the auditor of the County of Riverside a certified copy of this resolution together with a certified copy of said report endorsed with a statement over her signature that the report has been finally adopted by the City Council.

4. The auditor shall enter the amounts of the charges against the respective lots of parcels of land as they appear on the current assessment roll.

5. Said election to collect delinquent and unpaid fees and charges shall remain in effect until December 31, 2012, unless otherwise repealed or amended by the City Council.

APPROVED AND ADOPTED this 26th day of June, 2007.

  
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

**RESOLUTION JURAT**

STATE OF CALIFORNIA        )  
COUNTY OF RIVERSIDE       ) ss.  
CITY OF MORENO VALLEY     )

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2007-72 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 26th day of June, 2007 by the following vote:

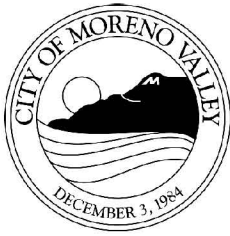
AYES:        Council Members Flickinger, Stewart, West, Mayor Pro Tem Batey,  
                  and Mayor White  
  
NOES:        None  
  
ABSENT:     None  
  
ABSTAIN:    None

*Alice Reed*  
CITY CLERK

(SEAL)

Resolution No. 2007-72  
Adopted June 26, 2007

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** A PUBLIC HEARING FOR AN APPEAL OF A PLANNING COMMISSION DENIAL OF PA09-0027, A CONDITIONAL USE PERMIT REQUEST TO SELL ALCOHOL AND BEER AT AN EXISTING CONVENIENCE STORE AT 21748 COTTONWOOD AVENUE. THE APPLICANT IS SOON-YI CHOI.

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No 2011-66 approving PA09-0027, a Conditional Use Permit based on the findings in the Resolution.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its December 9, 2010, meeting approved Planning Commission Resolution No. 2010-26, by a 4-2 vote denying PA09-0027, a Conditional Use Permit to add liquor sales at an existing convenience store. On December 22, 2010 the applicant, Soon-Yi Choi filed an appeal of the Commission's denial.

### BACKGROUND

The project PA09-0027 is a request for a Conditional Use Permit to sell alcohol (beer and wine only) at the Big #6 Food Mart during the hours of 8:00 am until 8:30 pm. The convenience store is located at 21748 Cottonwood Avenue on the northwest corner of Cottonwood Avenue and Edgemont Street. The applicants, Mr. and Mrs. Choi have owned and operated the neighborhood convenience store since August of 2004.

The primary land use designation for the site is Neighborhood Commercial (NC). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The surrounding zoning includes Business Park (BP) and Residential. Business Park is the majority of the zoning adjacent to and to the south and west, however, the existing uses, adjacent to the site are single family and multi-family residential. Multi-family zoned parcels are located to the east and north both developed residential and vacant land.

The proposed project consists of a Conditional Use Permit (CUP) to sell beer and wine during the hours of 8am to 8:30pm. The Municipal Code requires a CUP when a business is applying for the approval to sell alcohol within 300 feet of a residential use or zone.

The Department of Alcoholic Beverage Control (ABC) processes license applications for the sale of alcoholic beverages. Census Tract information is used to determine the saturation level of license within a given area. The Census Tract which includes the proposed project also includes businesses south to Alessandro as well as the alcohol selling establishments located on Day Street, both within Moreno Valley as well as the City of Riverside. Based on information from ABC, the proposed project is within a Census Tract with an over concentration of alcoholic sales. A maximum of two (2) businesses are allowed off-site sales of alcohol within the Census Tract. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. (See attached list as Attachment 4). Based on the over-concentration and a review of crime statistics, the Police Department opposed the granting of the Conditional Use Permit at the Planning Commission hearing.

The Planning Commissioners discussed the project and by a 4-2 vote, denied the project based on the information provided including the over-concentration and the existing and potential crime related incidents in the area. Several members of the public also spoke or provided written opinions regarding the project with 2 opposing and 2 speaking for the project.

Subsequent to the Planning Commission hearing and denial, several meetings were held with City Council members, the Police Department and City staff. Based on new information provided at those meetings, the Police Department removed its opposition to the granting of the Conditional Use Permit and sent a letter to the Department of Alcoholic Beverage Control (ABC) which will allow the sale of beer and wine for off site consumption. To coordinate with that letter and address other site issues, the proposed Conditions of Approval include the following items.

1. No trespassing /loitering signs posted at the entrance and in the parking lot.

2. Recordable Security camera system with coverage inside and outside of the business.
3. Limit the times of alcohol sales.
4. Painting the existing building.
5. Painting the exterior fencing.
6. The addition of landscaping.

The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act minor as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

The project was before the Planning Commission on December 9, 2010 with the appeal filed on December 22, 2010. The applicant requested additional time to contact City Council members to discuss the project prior to staff presenting the item to the City Council for their decision.

### **ALTERNATIVES**

1. The City Council could approve the project and adopt Resolution No. 2011-66 to approve the project attached as Attachment 3 with attached Conditions of Approval, Exhibit A.
2. The City Council could uphold the Planning Commissions decision and deny the project with Resolution No. 2011-65 attached as Attachment 2.
3. The City Council could modify the project as presented.

### **NOTIFICATION**

Notice of the City Council public hearing appeared in the Press Enterprise newspaper on June 18, 2011, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property.

### **ATTACHMENTS/EXHIBITS**

1. Public Hearing Notice
2. Proposed Resolution for denial of PA09-0027.
3. Proposed Resolution for approval of PA09-0027 with Conditions of Approval attached at Exhibit A.
4. Alcoholic Beverage Control Census Tract
5. Planning Commission Staff Report dated December 9, 2010 (w/o attachments).
6. Planning Commission minutes for December 9, 2010.
7. General Plan Map.
8. Zoning Map
9. Aerial Photograph
10. Letter from Arnold Nunez

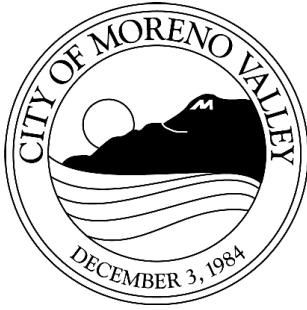
Prepared By:  
 Julia Descoteaux  
 Associate Planner

Department Head Approval:  
 Barry Foster  
 Community & Economic Development Director

Concurred By:  
 John C. Terell, AICP  
 Planning Official

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





# Notice of PUBLIC HEARING

This may affect your property. Please read. Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s)

**CASE :** PA09-0027 (Conditional Use Permit)

**APPLICANT:** Soon-Yi Choi

**OWNER:** Soon-Yi Choi

**REPRESENTATIVE:** Justin Kim

**LOCATION:** 21748 Cottonwood Avenue  
(APN: 263-160-037)

**PROPOSAL:** Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.

**ENVIRONMENTAL DETERMINATION:** The project will not have a significant effect on the environment because it will occur within an existing structure and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), as a minor alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

**COUNCIL DISTRICT:** No 5

**STAFF RECOMMENDATION:** Approval

Any person interested in any listed proposal can contact the Community & Economic Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday), or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.



**LOCATION** N ↑

## CITY COUNCIL HEARING

City Council Chamber, City Hall  
14177 Frederick Street  
Moreno Valley, Calif. 92553

**DATE AND TIME:** June 28, 2011 at 6:30 PM

**CONTACT PLANNER:** Julia Descoteaux

**PHONE:** (951) 413-3209

ATTACHMENT 1

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RESOLUTION NO. 2011-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DENYING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. However, the proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

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

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

ATTACHMENT 2

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation. Based on an over concentration of alcohol sales in the Census tract, the selling of off-sale beer and wine or any other liquor product at the site is not considered a compatible land use and was determined to produce safety concerns for the general vicinity.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: The Moreno Valley Police Department has expressed concerns regarding the compatibility of liquor sales to the area and the current and possible criminal activity as they currently respond to numerous calls for service in this area including alcohol related incidents, narcotic sales and gang activity.

Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The existing convenience store without liquor sales is compatible with the existing and planned land uses in the vicinity.

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

1. Deny PA09-0027, a Conditional Use Permit for the sale of alcohol (beer and wine) Resolution 2011-\_\_\_\_\_.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 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)

RESOLUTION NO. 2011-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING PA09-0027 A CONDITIONAL USE PERMIT TO ALLOW ALCOHOL SALES (BEER AND WINE) AT THE EXISTING CONVENIENCE STORE LOCATED AT 21748 COTTONWOOD AVENUE APN # 263-160-037

WHEREAS, the applicant, Soon Yi Choi, has filed an application for the appeal of a Planning Commission denial of PA09-0027, a Conditional Use Permit to sell alcohol (beer and wine) at the existing convenience store as described in the title of this resolution.

WHEREAS, the project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements. The proposed use within an existing structure would be exempt from the provisions of the California Environmental Quality Act as a alteration to an existing facility, Class 1 Categorical Exemption, CEQA Guidelines, Section 15301 (Existing Facilities).

WHEREAS, on December 9, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a Conditional Use Permit. At said meeting, the Planning Commission recommended denial of Conditional Use Permit (PA09-0027), and;

WHEREAS, on December 22, 2010, an application was submitted to the City appealing the Planning Commission's action to deny the project to the City Council for their consideration.

WHEREAS, on June 28, 2011, the City Council of the City of Moreno Valley held a public hearing to consider the subject Conditional Use Permit;

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

WHEREAS, all of the facts set forth in this Resolution are true and correct.

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY FINDS AS FOLLOWS WITH RESPECT TO PA09-0027:

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council hereby finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The General Plan land use Commercial (C). The existing use, excluding beer and wine, is compatible with those uses permitted within the Commercial land use district as depicted within the Municipal Code. All alcohol related uses require a Conditional Use Permit.

2. Conformance with Zoning Regulations – The proposed use complies with all applicable zoning and other regulations.

FACT: A convenience store, selling beer and wine, would be considered as a conditionally permitted land use under the Neighborhood Commercial zoning designation.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: Information received from the Department of Alcoholic Beverage Control (ABC), stated there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. However, this Census Tract currently has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses. The Census tract includes the major retail centers along Day Street in Moreno Valley and Riverside which includes a number of large retailers with alcohol sale licenses. The nearest existing license is on Alessandro Boulevard, over one-half miles from the site.

The Moreno Valley Police Department has provided a letter of “public convenience and necessity” to the Department of Alcoholic Beverage Control (ABC) for the Big 6 Foot Mart.

4. Location, Design and Operation – The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

FACT: The existing neighborhood convenience store is compatible with the existing and planned land uses in the vicinity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO

2

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

Attachment 3



VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Approves Resolution 2011-\_\_\_\_ approving PA09-0027 a Conditional Use Permit for the sale of alcohol (beer and wine) subject to the attached Conditions of Approval included at Exhibit A.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 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)

**CITY OF MORENO VALLEY  
CONDITIONS OF APPROVAL  
PA09-0027 CONDITIONAL USE PERMIT  
21748 COTTONWOOD AVENUE**

**APPROVAL DATE:**  
**EXPIRATION DATE:**

**June 28, 2011  
June 28, 2014**

**Planning (P)**  
 **Building (B)**  
 **Police Department (PD)**

**Note: All Special conditions are in bold lettering.** All other conditions are standard to all or most development projects.

**COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT**

**Planning Division**

**GENERAL CONDITIONS**

- P1. This approval shall expire three years after the approval date of this project unless used or extended as provided for by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction contemplated by this approval within the three-year period, which is thereafter pursued to completion, or the beginning of substantial utilization contemplated by this approval. (MC 9.02.230)
- P2. In the event the use hereby permitted ceases operation for a period of one (1) year or more, or as defined in the current Municipal Code, this permit may be revoked in accordance with provisions of the Municipal Code. (MC 9.02.260)
- P3. The site shall be developed in accordance with the approved plans on file in the Community & Economic Development Department - Planning Division, the Municipal Code regulations, General Plan, and the conditions contained herein. Prior to any use of the project site or business activity being commenced thereon, all Conditions of Approval shall be completed to the satisfaction of the City Planning Official. (MC 9.14.020)
- P4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Exhibit A

5

Resolution No. 2011-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

Attachment 3

**Special Conditions**

- P5. The site has been approved for the Big #6 Food Mart to sell alcohol (Beer and wine only for off premises consumption). A change or modification shall require separate approval. For a Conditional Use Permit, violation may result in revocation in the case of a Conditional Use Permit.**
- P6. Within 90 days of approval, the exterior of the building shall be painted. Colors shall be submitted to the Community and Economic Development Department for review and approval.**
- P7. Within 90 days of approval, the existing tubular steel fence shall be painted.**
- P8. Delivery operations will be conducted between the hours of 7 am and 8 pm. Loading or unloading activities shall be conducted from designated loading area. (MC 9.10.140, CEQA)**
- P9. The convenience store parking lot lighting shall be maintained in good repair and shall comply with the Municipal Code lighting standards of a minimum of one (1) foot candle and a maximum of eight (8) foot candle.**
- P10. Business hours shall be 8 am to 8:30 pm Sunday through Saturday.**
- P11. An outdoor trash receptacle shall be provided on site.**
- P12. Any convenience store selling alcoholic beverages shall post the premises with signs prohibiting the consumption of alcoholic beverages on-site.**
- P13. The owner or owner's representative shall establish and maintain a relationship with the City of Moreno Valley and cooperate with the Problem Oriented Policing (POP) program, or its successors.**
- P14. Landscaping shall be installed along the west property line to include irrigation , shrubs a minimum of 4 trees and groundcover.**
- P15. All non operating vehicles and shipping containers shall be removed.**
- P16. The applicant shall schedule and pay for a Planning inspection within 90 days of approval and annually thereafter to confirm compliance with these Conditions of Approval.**

**Building and Safety Division**

B1. The above project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as city ordinances.

**POLICE DEPARTMENT**

**Note: All Special conditions are in bold lettering.** All other conditions are standard to all or most development projects

*Standard Conditions*

PD1. Addresses shall be in plain view, visible from the street and visible at night.

PD2. All exterior doors in the rear and the front of the buildings shall display an address or suite number.

**PD3. No trespassing/loitering signs posted at the entrance and in the parking lot.**

**PD4. Recordable security camera system with coverage inside the business and parking lot.**

**PD5. Hours for the sale of beer and wine shall be between 8:00 am and no later than 8:00pm.**

PD6. All rear exterior doors should have an overhead light (low sodium or comparable).

PD7. The exterior of the building should have high-pressure sodium lights and/or metal halide lights installed and strategically placed throughout the exterior of the building. The parking lots should have adequate lighting to insure a safe environment for customers and or employees.

PD8. Landscape ground cover should not exceed over 3 feet in height from in the parking lot.

PD9. Bushes that are near the exterior of the building should not exceed 4 feet in height and should not be planted directly in front of the buildings or walkways.

PD10. Cash registers shall be placed near the front entrance of the store.

PD11. Window coverings shall comply with the City ordinance.

PD12. No loitering signs shall be posted in plain view throughout the building.



**California Department of Alcoholic Beverage  
Control  
For the County of RIVERSIDE - (Off-Sale Licenses)  
and Census Tract = 425.05**

Report as of 12/9/2010

	License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1)	328445	ACTIVE	21	4/17/1997	3/31/2011	SAMS WEST INC 6363 VALLEY SPRINGS PKWY RIVERSIDE, CA 92507  Census Tract: 0425.05	SAMS CLUB 6378	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312
2)	411032	ACTIVE	20	12/3/2004	11/30/2010	TARGET CORPORATION 2755 CANYON SPRINGS PKWY RIVERSIDE, CA 92507  Census Tract: 0425.05	TARGET 1843	1000 NICOLLET MALL, TPN-0910 ATTN CAROLE HELMIN MINNEAPOLIS, MN 55403-2542	3312
3)	423414	ACTIVE	20	2/10/2006	1/31/2011	COST PLUS INC 2698 CANYON SPRINGS PKWY RIVERSIDE, CA 92507  Census Tract: 0425.05	COST PLUS WORLD MARKET	PO BOX 23350 OAKLAND, CA 94623-2335	3312
4)	461135	ACTIVE	20	12/10/2007	11/30/2010	MOLLER INVESTMENT GROUP INC 6189 DAY ST RIVERSIDE, CA 92507-0925  Census Tract: 0425.05		6591 COLLINS DR, STE E-11 MOORPARK, CA 93021-1493	3312
5)	473678	ACTIVE	21	1/20/2009	6/30/2011	SMART & FINAL STORES LLC 2744 CANYON SPRINGS PKWY RIVERSIDE, CA 92507  Census Tract: 0425.05	SMART & FINAL STORE #521	PO BOX 512377 LOS ANGELES, CA 90051	3312
6)	479805	ACTIVE	20	7/29/2009	6/30/2011	DAY RIVERSIDE	DAY	411 S GRETN	3312

ATTACHMENT 4

-631-

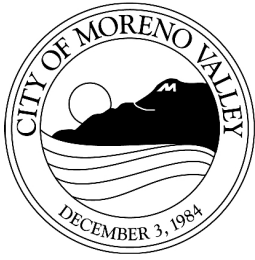
Item No. E.4  
12/9/2010

						PETROLEUM LLC 6287 DAY ST RIVERSIDE, CA 92507  Census Tract: 0425.05	RIVERSIDE PETROLEUM LLC	GREEN WAY LOS ANGELES, CA 90049	
7)	485841	ACTIVE	20	2/11/2010	1/31/2011	BAHOU, METHAQ 21942 ALESSANDRO BLVD MORENO VALLEY, CA 92553-8208  Census Tract: 0425.05	LA BUENA MARKET	39260 VIA BELLEZA MURRIETA, CA 92563-4869	3321
8)	500871	ACTIVE	21	10/29/2010 8:50:01 AM	6/30/2011	WAL MART STORES INC 2663 CANYON SPRINGS PARKWAY RIVERSIDE, CA 92507-0911  Census Tract: 0425.05	WALMART STORE 1899	702 SW 8TH ST, DEPT 8916 ATTN MARIBEL LA CHANCE BENTONVILLE, AR 72716-0500	3312

--- End of Report ---

For a definition of codes, view our [glossary](#).





**PLANNING COMMISSION  
STAFF REPORT**

---

Case: PA09-0027 (Conditional Use Permit)

Date: December 9, 2010

Applicant: Soon-Yi Choi

Representative: Justin Kim

Location: 21748 Cottonwood Avenue  
(263-160-037)

Proposal: Conditional Use Permit application to allow the Big #6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license obtained from the Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 am and 8:30 pm.

Redevelopment Area: Yes

Recommendation: Denial

**SUMMARY**

The applicant, Soon-Yi Choi has submitted a Conditional Use Permit for the sale of beer and wine within the existing convenience store located at 21748 Cottonwood Avenue.

ATTACHMENT 5

## **PROJECT DESCRIPTION**

### **Project**

The Conditional Use Permit application proposes the sale of beer and wine at the existing Big #6 convenience store between the hours of 8:00am and 8:30pm. The site is located on the northwest corner of Cottonwood Avenue and Edgemont Street.

The primary land use designation for the site is "NC" (Neighborhood Commercial). The primary purpose of the NC district is to provide for the convenient location of neighborhood centers which provide limited retail commercial services. The existing convenience store complies with the land use within the NC district.

The proposed project consists of a conditional use permit which is necessary to provide conditions of approval for a discretionary use when a business is applying for the approval to sell beer and wine within 300 feet of a residential use.

Based on information from the Department of Alcoholic Beverage Control (ABC), there is currently an over concentration of alcoholic sales within the Census Tract. Within this Census Tract, a maximum of two (2) businesses are allowed off-site sales of alcohol. Currently, this Census Tract has eight (8) businesses selling some form of off-site consumption of alcohol, an excess of six (6) businesses.

The Moreno Valley Police Department believes and feels that a liquor store in this area will add to the already high rate of criminal activity, The Moreno Valley Police Department responds to several calls for service in this census tract, ranging from narcotic sales, to gang activity.

It is Moreno Valley Police Department's opinion that the existence of another off sale premise would not serve the best interest of the community or the surrounding residential neighborhoods.

Staff is recommending denial of the Conditional Use Permit based on the above information. In the event the Planning Commission should want to approve the request, the proposed Conditional Use Permit shall be referred back to staff for Conditions of Approval and a revised Resolution.

The denial of a project under the California Environmental Quality Act (CEQA) is exempt from CEQA requirements.

### **Surrounding Area**

The project site is surrounded by Business Park zoning to the north, south and west with residentially zoned Residential 10 (R10) to the east. The adjacent parcel to the north zoned Business Park is currently developed with a multi-family structure. Further north is zoned R10. Most properties to the south although zoned Business Park currently are existing single family homes.

**Access/Parking**

The existing convenience store has access from Cottonwood. The property is surrounded by a tubular steel fence.

**REVIEW PROCESS**

The project was submitted on September 29, 2009. Due to the location and type of project, namely a developed site with no major alterations to the existing structure, the transmittal was not sent to outside agencies. The project was reviewed by the Planning Division for consistency with the Municipal Code and routed to the Moreno Valley Police Department for their review.

**NOTIFICATION**

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. As of the date of report preparation, there were no inquiries in response to the noticing for this project.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission take the following action:

**APPROVE** Resolution No. 2010-26, thereby:

1. **DENYING** PA09-0027 (Conditional Use Permit) with no action on the environmental required.

Prepared by:

Approved by:

---

Julia Descoteaux  
Associate Planner

---

John C. Terell, AICP  
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-26 with Conditions of Approval
3. Land Use Plan
4. Aerial Photograph



1 **COMMISSIONER MARZOEKI** – I'll do it. I'd like to make a motion that the  
2 Planning Commission **APPROVE** Resolution No. 2010-25 and thereby:

- 3 1. **RECOGNIZE** that P10-020 Conditional Use Permit qualifies as an  
4 exemption in accordance with CEQA Guidelines, Section 15332 Infill  
5 Development Projects; and,
- 6 2. **APPROVE** P10-020 Conditional Use Permit subject to the attached  
7 conditions of approval included as Exhibit A.

8  
9 **COMMISSIONER GELLER** – Second

10  
11 **CHAIR DE JONG** – Thank you. Is there any discussion? All those in favor?

12  
13 Opposed – 0

14  
15 **Motion carries 6 – 0**

16  
17 **CHAIR DE JONG** – Thank you and good luck. Staff wrap up please

18  
19 **PLANNING OFFICIAL TERELL** – Yes this action shall become final unless  
20 appealed to the City Council within 15 days.

21  
22 **CHAIR DE JONG** – Perfect. Thank you. Okay our next item is Item 720

23  
24  
25 **720**

26  
27 **PA09-0027 Conditional Use Permit**

28  
29 **CHAIR DE JONG** – Staff report please

30  
31 **ASSOCIATE PLANNER DESCOTEAUX** – Good evening, this is Julia  
32 Descoteaux, Associate Planner. The item before you; a Conditional Use Permit  
33 application proposes the sale of beer and wine at existing Big #6 Food Mart  
34 Convenience Store between the hours of 8:00 a.m. and 8:30 p.m. The site is  
35 located on the northwest corner of Cottonwood Avenue and Edgemont Street.  
36 The primary land use for this parcel is Neighborhood Commercial. The  
37 Neighborhood Commercial District is to provide for the convenient location of  
38 neighborhood centers which provide limited retail and commercial services. The  
39 existing convenience store complies with the land use within the Neighborhood  
40 Commercial District.

41  
42 The proposed project consists of adding the discretionary approval... The  
43 Conditional Use Permit for a discretionary use when a business is applying for  
44 the approval to sell beer and wine within 300 feet of residential. Based on the  
45 information from the Department of Alcohol and Beverage Control there is

ATTACHMENT 6

1 currently an over-saturation of alcohol sales within the census tract where this  
2 location is.

3  
4 The Moreno Valley Police Department believes and feels that a liquor store in  
5 this area would add to a high rate of criminal activity. The project site is  
6 surrounded by Business Park zoning to the north, south and west and residential  
7 zoned property to the east. The adjacent parcel is actually zoned Business Park  
8 but currently developed with a multi-family structure.

9  
10 To date I have received two phone calls regarding this project. One was an  
11 information only question with no opinion either way and the second one I have  
12 provided you a copy of it. It was an email that I received regarding opposing the  
13 project.

14  
15 Staff is recommending denial of the Conditional Use Permit based on the above  
16 information and the Police Department was unable to attend tonight due to other  
17 commitments. This concludes Staff's presentation and at this time we can  
18 answer any questions for you.

19  
20 **CHAIR DE JONG** – Thank you. I think... is there somebody from the Police  
21 Department. Okay, so there is now. Thank you. Commissioner questions of  
22 Staff? We have none, thank you. At time I'm going open up Public Testimony  
23 and call the Applicant forward.

24  
25 **COMMISSIONER GELLER** – Do you want to have the Police Department say  
26 whatever they wanted to say first?

27  
28 **CHAIR DE JONG** – Alright that's not a bad idea. Thank you. Let me close  
29 Public Testimony and is there something that the Police Department wanted to  
30 add to this prior to Public Testimony. Come up to the microphone sir so that way  
31 we can get it on tape. Thank you. If you would mind please stating your name  
32 for the record.

33  
34 **OFFICER HUDSON** – It is Officer Hudson. I'm with the Moreno Valley Police  
35 Department and currently working with ABC Alcohol, Beverage and Control for  
36 the Department. At this time I was the one that actually wrote the Convenience  
37 and Necessity Letter and within that letter basically we showed our opinion of the  
38 area of some of the criminal activity that has been occurring there in the last  
39 several years. Also we have received letters from some of the residents that live  
40 in the area opposing this project, so there are numerous things that we looked at  
41 as far as this project before we made our opinion or our decision on it. I don't  
42 know if you have the actual letter with you...

43  
44 **CHAIR DE JONG** – No  
45

1 **OFFICER HUDSON** – If you need a copy of that that is fine. I can also give you  
2 a copy of the letter that I sent to ABC with our opinion on that.  
3  
4 **CHAIR DE JONG** - Can you summarize...  
5  
6 **OFFICER HUDSON** – Basically within this letter that we wrote, we believe a lot  
7 of it has to do with the criminal activity within this area between Cottonwood and  
8 Edgemont. With that criminal activity is also saturation of facilities selling alcohol  
9 within this area. According to ABC they actually allowed and I'm not seeing it on  
10 this letter, but I believe it was six in the area and now this one will be eight,  
11 saturating this area.  
12  
13 **CHAIR DE JONG** – That's what our Staff Report confirms  
14  
15 **OFFICER HUDSON** – So that's our opinion on that sir.  
16  
17 **CHAIR DE JONG** – Okay, alright. Are there any questions of the Officer?  
18  
19 **COMMISSIONER SALAS** – How close is nearest store that sells alcohol. How  
20 close is the nearest availability to buy alcohol from this location? Do you know?  
21  
22 **OFFICER HUDSON** – The closest location is going to be on Alessandro, which is  
23 just south of this location.  
24  
25 **COMMISSIONER SALAS** – And this is on Cottonwood, correct?  
26  
27 **OFFICER HUDSON** – This is on Cottonwood and Edgemont; yes sir.  
28  
29 **CHAIR DE JONG** – How big is the census area that you look at?  
30  
31 **OFFICER HUDSON** – As far as?  
32  
33 **CHAIR DE JONG** – It mentions the census tract. I think there are six businesses  
34 you said within tract and currently there is eight right now, so how big is that  
35 census tract?  
36  
37 **OFFICER HUDSON** – Actually ABC determines what that census tract is going  
38 to be. I don't really understand if they do it by mileage or if they break it up into  
39 areas within the city, but that is who actually does the censorship tract is ABC.  
40  
41 **CHAIR DE JONG** – Alright but in summary the Police Department just feels that  
42 selling alcohol would be a detriment to the area? Is that your opinion?  
43  
44 **OFFICER HUDSON** – Correct  
45  
46 **CHAIR DE JONG** – Okay thank you.

1 **PLANNING OFFICIAL TERELL** – Just about the geography, I know the dividing  
2 line is at Ellsworth; so it's roughly Ellsworth, Eucalyptus, Old 215 and Alessandro  
3 are the boundaries of the census tract  
4

5 **CHAIR DE JONG** – Okay, that helps. Yes that helps. It's not really large.  
6

7 **COMMISSIONER SALAS** – So there are seven now and this would be eight. Is  
8 that what we're saying?  
9

10 **PLANNING OFFICIAL TERELL** – There are eight now and that is six over the  
11 normal; the base limit.  
12

13 **COMMISSIONER MARZOEKI** – That would make it nine  
14

15 **CHAIR DE JONG** – They allowed six and there are currently eight.  
16

17 **PLANNING OFFICIAL TERELL** – There allowed two and there are eight.  
18

19 **CHAIR DE JONG** – There is currently six and this would nine  
20

21 **ASSOCIATE PLANNER DESCOTEAUX** – They allowed two...  
22

23 **COMMISSIONER SALAS** – No matter what it is over what we recommend right?  
24

25 **OFFICER HUDSON** – Yes sir  
26

27 **CHAIR DE JONG** – Okay, are there any other questions? Thank you sir.  
28

29 **OFFICER HUDSON** – Thank you  
30

31 **CHAIR DE JONG** – Okay at time I'm going to go ahead and open Public  
32 Testimony and call the Applicant forward. Please state your name and address  
33 for the record.  
34

35 **APPLICANT** – Good evening Commissioners. My name is Justin Kim. I'm from  
36 Los Angeles. I'm the representative for the Applicant. I'm delighted to be before  
37 you today. I never knew Moreno Valley was almost three hours from LA. I killed  
38 my Bluetooth headset on the way here. It's dead now because of all my talking  
39 on the phone, so I appreciate the time before you today.  
40

41 Our Applicant, Mr. and Mrs. Choi have been at this location since 2004. I would  
42 like to note that they made a significant commitment to the community of Moreno  
43 Valley because they purchased the property. They are not leasing or not just  
44 renting. They purchased the property with the intent of finishing out their  
45 business career in the City of Moreno Valley. They applied for an ABC license  
46 back I believe in 2005 and at that time I'm not really sure what happened but I



1 think they were a little discouraged by the process so they withdrew their  
2 application. I think at that time there was discussion of maybe over concentration  
3 of licenses in this area but I would like to note for the Commissioners that since  
4 that time in 2005 when they applied, the City of Moreno Valley granted six  
5 licenses in this census tract. It was two at that time, so I don't really think it  
6 would have been as big an issue back then with the numbers as it is now, but it is  
7 a routine procedure that although the Department of Alcoholic Beverages Control  
8 allows for a set number of licenses, it is not abnormal to go over that number as  
9 long as you can prove public convenience and necessity for such a use.

10  
11 One thing I would like to note, I'm not a resident of Moreno Valley so I'm not  
12 really sure, but I did notice that out of the six that were approved since 2005 or  
13 actually even out of the eight, I think only two uses are only mom and pop. Just  
14 judging from the piece of paper in front of me I mean most of the uses are Sam's  
15 Club, Target; the bigger name corporations and although it is a little daunting to  
16 compare ourselves to an organization like a Sam's Club or Costco or something  
17 like that, I'd like to add that for someone like my client; having done this work for  
18 as long as I have, I think it is almost better to have a person like this in your  
19 community and the reason that I say that it is better is kind of an abstract word,  
20 but this is their livelihood; this is their life savings; this is what they have invested;  
21 everything into one nest-egg and someone like this would be a very responsible  
22 business owner in your community because they don't have the luxury of failing  
23 at this and going onto something else.

24  
25 I would much more trust people like this to represent alcoholic beverage sales  
26 than a larger company where I have 100 minimum wage workers checking in and  
27 out or talking on their cell phones or thinking about what they are going to do after  
28 their shift and not really paying attention, because I think the most important thing  
29 that ABC looks at is sales to minors is a huge, huge thing for ABC. That's like  
30 the nexus of all the problems that they are trying to keep people off the roads  
31 after they have been drinking, especially young people. They are just trying to  
32 get them to stay away from drinking period and I'd like to add that my client has  
33 had three different businesses with alcohol and beverage licenses in the last 15  
34 years and I think she has 15 years experience. I have printouts from ABC. She  
35 has never once had a violation; she or her husband have never once had a  
36 violation and to be a property owner with a proven track record with ABC, I'm just  
37 hoping the Commissioners will give this a little bit of thought and you know and  
38 maybe consideration that even though the numbers seem daunting, if you are  
39 ever going to take a chance on someone, my clients would be a good bet for the  
40 City of Moreno Valley to give a little consideration to them. I have printouts here  
41 for the Commissioners if you would like to review them later on.

42  
43 They have the experience here. I have 193 signatures on a petition here from  
44 residents within a couple blocks of the store asking for this. At certain times I  
45 think it has been referred to as a convenience store and liquor store by the Police  
46 Department, but I've been in a lot of liquor stores don't carry things that these

1 people carry. I mean except for a full service counter, I mean they carry fruits  
2 and vegetables. It is not something... soda, chips and hopefully alcohol type of  
3 premise. I mean they carry the basic needs that even a single mom or an elderly  
4 person or a child who wants to have something to eat or cook something could  
5 go and get basic ingredients for having a meal at home. This is not something  
6 that is just a stop in and get a soda or a candy bar type of store and I was  
7 surprised that the amounts of items that they carry there. I had only been there  
8 that one time when I first went there and was like wow this is full. This store is  
9 full of different items, so I would like for the Commissioners to take this into  
10 consideration that they've made a serious commitment to the City; they have  
11 tried before and they didn't understand the process back then, so they were  
12 easily discouraged but they made a commitment to the community. They made  
13 a commitment you know with our company to have us represent them and I really  
14 think that with what I have told you tonight, I think they merit at least a chance at  
15 getting this. They are very serious about getting this and being responsible and I  
16 think that their track record proves it, so I thank you for your time and if you have  
17 any questions I'd be more than happy to answer them.

18  
19 **CHAIR DE JONG** – Thank you. Are there any Commissioner questions of the  
20 Applicant?

21  
22 **COMMISSIONER DOZIER** – Is the store profitable without beer and wine? Are  
23 they doing well as a business where they are?

24  
25 **APPLICANT** – I think in this economy I really don't think anyone is doing well per  
26 say but they are doing okay, but I think the main reason that they want to do it is  
27 not for a profit standpoint. I don't want anyone to perceive that they are being  
28 greedy about this, but over the years they have been asked by people why can't  
29 you do this. I come here to get things that I need without having to drive; without  
30 having to sit in traffic; without having to park. I can just come in and get what I  
31 need. Why can't I get this? I mean that is their main push for this was when they  
32 purchased this market they thought that maybe we could add this as an added  
33 convenience to our patrons, but you know they hit the wall once and now they  
34 are trying again, but it is mostly from people in the community that are asking.  
35 I'm sure that there are people in the community that are not for this, but I have  
36 people in the community that were not paid or not coerced but just asked we  
37 want to do this; what do you think and 193 people came forward and signed and  
38 said we want this; we approve this and they are people that live there. They are  
39 not people that are transient like going to work. In that neighborhood if you have  
40 been out that way, it is a residential neighborhood per say. It's not really a high  
41 thoroughfare type of road I don't believe, but I think the people are speaking and  
42 I hope that we can get some consideration for this because it is not from a greed  
43 standpoint but a public convenience or a necessity and people are clamoring for  
44 it.

45  
46 **CHAIR DE JONG** – Okay

1 **COMMISSIONER GELLER** – I have a question and I'd like to see that.  
2  
3 **APPLICANT** – Oh yes sir  
4  
5 **COMMISSIONER GELLER** – The conditions say that they would be able to sell  
6 from 8:00 a.m. to 8:30 p.m. I assume they are open more hours than that.  
7  
8 **APPLICANT** – No sir. Thank you very much Commissioner Geller. That is the  
9 only hours they want to be open, so they are not trying to do late night sales  
10 either.  
11  
12 **COMMISSIONER GELLER** – Is the store open beyond those hours?  
13  
14 **APPLICANT** – No  
15  
16 **COMMISSIONER GELLER** – Are they open at 8:00 a.m. and close at....  
17  
18 **APPLICANT** – Let me check for you.  
19  
20 **COMMISSIONER GELLER** – Okay  
21  
22 **APPLICANT** – They close at 8:00 right now. They are just asking for 30  
23 minutes.  
24  
25 **COMMISSIONER GELLER** – So they want to sell alcohol when they are open?  
26  
27 **APPLICANT** – Yes sir  
28  
29 **COMMISSIONER GELLER** – Okay they're not open beyond... they won't be  
30 open beyond 8:30?  
31  
32 **APPLICANT** – Yes sir, they are not going to try and do operating hours versus  
33 sales hours. It is just set hours.  
34  
35 **COMMISSIONER GELLER** – Okay  
36  
37 **COMMISSIONER SALAS** – They stated that seven or eight licenses are already  
38 in the area and that some of them are to the major stores like Sam's Club or  
39 Costco or whatever. Do you know how many of those there are to the major  
40 chains of the licenses in the area?  
41  
42 **APPLICANT** – Actually sir if you indulge me... Sam's Club, Target, Cost Plus;  
43 there is one with no DBA so I'm not sure what this is. It is more of an investment  
44 group incorporated; Smart and Final, Riverside Petroleum which I believe is  
45 probably a gas station; La Buena Market and Walmart.  
46

1 **COMMISSIONER SALAS** – So basically we’re talking about major chains here  
2  
3 **APPLICANT** – Exactly  
4  
5 **COMMISSIONER GELLER** – Smart and Final is gone  
6  
7 **APPLICANT** – I’m sorry, I wasn’t aware  
8  
9 **PLANNING OFFICIAL TERELL** – It sounds like all of those licenses are in the  
10 City of Riverside.  
11  
12 **COMMISSIONER SALAS** – Yes exactly  
13  
14 **APPLICANT** – Oh I’m sorry, they all fall within the census tract  
15  
16 **PLANNING OFFICIAL TERELL** – Which is just north of the area identified, so  
17 that census tract apparently extends out of the City.  
18  
19 **COMMISSIONER SALAS** – So basically they fall in that ABC designated for six  
20 or less but they are major stores. Okay, thank you  
21  
22 **APPLICANT** – Thank you sir  
23  
24 **CHAIR DE JONG** – Okay are there any other Commissioner questions of the  
25 Applicant?  
26  
27 **COMMISSIONER BAKER** – Yes I think I know where we’re at on this. This is  
28 beer, wine and hard alcohol right?  
29  
30 **APPLICANT** – Beer and wine  
31  
32 **COMMISSIONER BAKER** – Beer and wine only... Okay no hard liquor. Okay  
33 very good, thanks  
34  
35 **APPLICANT** – No sir  
36  
37 **CHAIR DE JONG** – Are there any other questions? Okay thank you  
38  
39 **APPLICANT** – Thank you. I’m sorry; would you like to have a copy of their  
40 previous history with ABC?  
41  
42 **CHAIR DE JONG** – Okay I have one speaker. Matthew Fields please come up.  
43 There is a three minute time limit. Thank you.  
44  
45 **SPEAKER FIELDS** – My name is Matthew Fields Jr. I live at 13455 Edgemont  
46 Street, Moreno Valley. I have lived in my house for 15 years now and this

1 convenience store is close to Big 6 Market Liquor. Years ago it was a long  
2 distance to pick up liquor or something like that at other stores. I didn't have one  
3 close by. It is a pretty clean store. The people there are pretty nice in the  
4 neighborhood. A few there enjoy them. There are some pretty nice people  
5 there. So I would have no problem. I live probably two houses down from the  
6 market. I wouldn't have any problem with that.

7  
8 **CHAIR DE JONG** – Alright thank you. Okay ma'am if you want to speak, it is  
9 your turn and if you could please state your name and address for the record and  
10 then please fill out a Speaker Slip for us afterward.

11  
12 **SPEAKER KENDALL** – I'm Irene Kendall and I live at 21849 Cottonwood  
13 Avenue and I've been here in Moreno Valley since 1945. I've lived at my  
14 address since 1948. I'm just about half a block from the little store. We have a  
15 Church; we have Churches all around there. We have Churches meeting at  
16 21640 Cottonwood Avenue at the Edgemont Women's Club. We have Liberty  
17 Baptist Church at... I've forgotten it right now.

18  
19 **CHAIR DE JONG** – That's okay

20  
21 **SPEAKER KENDALL** – But it is in the middle of the block of Edgemont;  
22 between Edgemont and the railroad and Bay is the name, but I would not like to  
23 see a license issued. We have a school at the end of... at Eucalyptus and we  
24 have children... that particular area is very populated with school children and  
25 teenagers too I might add. I just... well it's not a very... well let's see, there are a  
26 lot of things going on there in the community already and I really feel that this  
27 would not enhance the area at all. I know our Church is not happy with it if a  
28 license was issued and the other Churches that are meeting at the Edgemont  
29 Women's Club; there are two Churches that meet there, so that's what I have to  
30 say. All around me it is a very depraved area and I cannot think that issuing a  
31 license would help to improve our community, so that's what I have to say.  
32 Thank you.

33  
34 **CHAIR DE JONG** – Thank you very much. Is there anybody else that would like  
35 to speak at this time? Yes, come forward sir and if you haven't filled out a  
36 Speaker Slip yet, please do so after you speak. Tell us your name and address  
37 and there is a three minute time limit.

38  
39 **SPEAKER** – My name is Danny Chang. I live at 13162 Day Street, Apt. G205. I  
40 just want to talk to you. If the license is approved tonight I just want to tell you  
41 about the market. They are very giving away people. I know him a few months  
42 ago. He is giving away to the friends; always something; always something like  
43 coke and giving away. He is giving always with his business... the neighborhood  
44 a barbecue and hot dogs and I'm very happy he opened the market over there. It  
45 is a very dark area but he is a very bright light. I just want you to approve that  
46 and make that neighbor happy. That is why I am here. Thank you very much.

1 **CHAIR DE JONG** – Thank you. Is there anyone else who wants to speak in the  
2 audience? I can't see anyone coming forward so at this time I am going to close  
3 Public Testimony and open Commissioner Debate.

4  
5 **COMMISSIONER GELLER** – I have one more question. If somebody were to  
6 buy this facility, wouldn't they have to get a new Conditional Use Permit?

7  
8 **PLANNING OFFICIAL TERELL** – No

9  
10 **COMMISSIONER GELLER** – Can we add a condition that if there is a change of  
11 ownership they have to re-apply?

12  
13 **PLANNING OFFICIAL TERELL** – That's a good question. I don't know the  
14 answer to that. Typically all land use approvals go with the land; they don't go  
15 with the operator.

16  
17 **COMMISSIONER GELLER** – I know they can't keep the license, they have to  
18 apply for a new license, but I don't know if that would require them to re-seek a  
19 new Conditional Use Permit.

20  
21 **PLANNING OFFICIAL TERELL** – Under our current code, no it would not.

22  
23 **COMMISSIONER GELLER** – Okay but are you aware that we couldn't add a  
24 condition to...

25  
26 **PLANNING OFFICIAL TERELL** – I'm not aware. I haven't looked into that. I  
27 don't know if Suzanne has any thoughts on that.

28  
29 **DEPUTY CITY ATTORNEY BRYANT** – You can probably add a condition. I  
30 want to point out that the license is not before you. It is the Conditional Use  
31 Permit.

32  
33 **CHAIR DE JONG** – Okay we are in debate right now, would you like to continue?

34  
35 **COMMISSIONER GELLER** – Sure... I have to say that Mr. Kim gave a pretty  
36 compelling presentation because I'll tell you when I read it the first thing that I  
37 said is why are we approving more... why are we considering... well if you  
38 consider reviewing an application, but I'm saying we don't need any more liquor  
39 sales in this area and I really have a lot of doubts. But first of all, looking at  
40 everything, both the petitions and the type of stories and those sorts of things  
41 was one issue but the other real compelling this is looking at the list of licenses  
42 except for one, they are all in the City of Riverside and all Fortune One Hundred  
43 companies and I don't think that has any application whatsoever to our decision  
44 here, because I know I never approved any of those and I've been here a long  
45 time.

1 We've turned down several Conditional Use Permits for alcohol sales in places  
2 not too far from here, but far enough; I don't think in the same census tract, but it  
3 was a real surprise out of all these licenses there is only one that is even  
4 remotely similar, so if we were to add this one, as far as I'm concerned that is  
5 only two licenses, because all the rest of the stores are all on Day Street and that  
6 has no application whatsoever here. It's a completely different market and I don't  
7 think they're even remotely comparable. Like I say, some areas are worse than  
8 others and I mean I know there is a perception that every time there is alcohol  
9 sales, you know the whole City collapses and some places are irresponsible and  
10 some places aren't.

11  
12 The fact that these applicants have a clean history with ABC is also compelling  
13 and the fact that they own the land I don't think is a trivial issue to ignore because  
14 it shows they've made a clear investment and obviously they expect to make  
15 some profit for it true; I mean I have no doubt and while I don't know that any  
16 community absolutely has to have alcohol sales, I'm not inherently opposed to it.  
17 I drink my share of wine and other things. Based on everything that we've seen,  
18 I would go ahead and agree to passing it, but I want a condition added that they  
19 must renew the license if there is a sale of the property or that the license  
20 transfers. If there is any application for a license transfer then this Conditional  
21 Use Permit will terminate and they would have to apply for a new one. Like I say  
22 much of my decision is conditioned on what I have heard and believe about  
23 these owners and I'm not going to make the same assumption on any future  
24 owners. Like I say I would propose if we do approve it that we add a condition  
25 that upon the transfer of this license then the Conditional Use Permit will expire  
26 or terminate and that I think would solve the problem because they can't get a  
27 new owner without applying for a new license.

28  
29 **DEPUTY CITY ATTORNEY BRYANT** – If I may add something  
30 Commissioners... There are no conditions attached to this tonight because it is  
31 recommending a denial, so if you wanted to add conditions maybe we could  
32 bring it back at a future date and have the proposed conditions attached. It  
33 would give us more time to draft them.

34  
35 **COMMISSIONER GELLER** – Okay, I forgot about that. You are absolutely right.  
36 You know like I say, the nearest one is Alessandro and it is not all that close;  
37 certainly not in walking distance and the rest of them like I say as far as I'm  
38 concerned they don't even apply even though ABC can do whatever they want  
39 but they are nowhere near and are a completely different kind of market. They  
40 serve a different market and they really have no bearing... as far as I'm  
41 concerned they have no bearing whatsoever on this particular type of operation  
42 and you know like I say I'm always reluctant to approve these in certain areas,  
43 but like I say I think ABC's assessment is simply incorrect. I would like to call up  
44 the Police Department one more time. I'd just like to ask them if they have  
45 something specific about this particular facility as to why they think we should

1 deny it because I would give great deference to their opinion, but if it is solely  
2 because of the numbers, you know we can make our own assessment from that.

3  
4 **CHAIR DE JONG** – Let’s do that right now. I guess I have to reopen Public  
5 Testimony... nevermind, scratch that

6  
7 **OFFICER HUDSON** – Yes sir

8  
9 **COMMISSIONER GELLER** – Yes do you have any...? If the six other stores  
10 were not an issue, do have any specific reason for these applicants or this  
11 particular location; if saturation wasn’t an issue, does the Police Department  
12 have any particular information or opinion about this specific store or these  
13 owners or anything else other than just a saturation.

14  
15 **OFFICER HUDSON** – Well the size of saturation. I was able to go on our  
16 website for the Riverside Sheriff’s Department and from June 2009 to I believe  
17 June 2010 I’ve got more than 50 pages of calls for service within that area where  
18 that store is at, ranging from anything to attempted murders to DUI drivers, to  
19 drunk in public; whatever that is right here; more than 50 pages of calls for  
20 service in that area.

21  
22 **COMMISSIONER GELLER** – What area are you talking about or the parameters  
23 that you used for that report?

24  
25 **OFFICER HUDSON** – You are very familiar with the Edgemont area?

26  
27 **COMMISSIONER GELLER** – Yes

28  
29 **OFFICER HUDSON** – These calls for service are within probably within the next  
30 four or five blocks of just criminal activity alone, just around that particular store,  
31 not to mention the rest of Edgemont, where these people would actually be using  
32 this store for their alcoholic beverages, so other than just criminal activity part of  
33 it, is there anything else you would like to know regarding that census tract.

34  
35 **COMMISSIONER GELLER** – Have you at that particular address, has there  
36 been a lot of problems.

37  
38 **OFFICER HUDSON** – There have been several over the last year or so. Like I  
39 said there is a couple in here that are drunk in public, DUI drivers in the area, not  
40 necessarily from that location but they are within that area, which people  
41 obviously have alcohol beverage problems within that area. This will just add to  
42 another.

43  
44 **COMMISSIONER GELLER** – Okay, thank you.

45



1 **COMMISSIONER SALAS** – So what you are saying basically is that they are  
2 going out of their way to purchase the alcohol now a little further away from  
3 where they are now and it would make it more convenient for them to get it local  
4 more local so the crime rate would go up? Is that what you are stating?  
5

6 **OFFICER HUDSON** – Yes sir and coming from my own personal... I've been  
7 here in this City for six years as an Officer working the streets. I know this area  
8 very well. I know Edgemont very well. I have worked Special Enforcement  
9 Teams where we work with a lot of undercover type of projects in this area. I  
10 know what type of criminal activity is coming out of this area. As of right now the  
11 people are not going to this location to get alcoholic beverages. They are going  
12 to Alessandro where there are several liquor stores within that area.  
13

14 **COMMISSIONER SALAS** – But they are going to keep selling alcohol in that  
15 area; is that correct?  
16

17 **OFFICER HUDSON** – In the Alessandro area?  
18

19 **COMMISSIONER SALAS** – Yes  
20

21 **OFFICER HUDSON** – Correct  
22

23 **COMMISSIONER SALAS** – I've lived here also since 1970. Edgemont has  
24 never been a desirable area especially the area that you are talking about; the  
25 Edgemont Street area so...  
26

27 **OFFICER HUDSON** – This is coming from my own personal experiences with  
28 this area. Like I said this is only a year or a year and half worth of data with  
29 criminal activity. If we were to go back even further we'd have quite a stack of  
30 paper here.  
31

32 **COMMISSIONER SALAS** – Thank you  
33

34 **CHAIR DE JONG** – I'm going to open Public Testimony and call the Speaker to  
35 the podium. Please state your name and address for the record.  
36

37 **SPEAKER** – My name is Yvonne Coles. I live at 13561 Edgemont. I'm right  
38 across the street from them. I like the little store. Since he's been there, there  
39 has not been any problem on our neighborhood. I know there are people that  
40 are doing things in the neighborhood, but not on our street or right at Jericho's.  
41 He doesn't let people gather around that store and I like him because he looks  
42 out for our people and the kids there, him and his wife both and we have not had  
43 no problems. I don't understand why the Officer said that but I know on that  
44 street there has been no problem. There have been car accidents where people  
45 have been driving too fast up and down Cottonwood because I've called the  
46 Police myself to report those accidents and he does too. As far as shooting or

1 attempts or whatever around there; there is no shooting on our street. It's been  
2 real nice and comfortable there and those people look out. He doesn't let  
3 anybody hang around on that store if they look like they are going to cause  
4 trouble. He will call you guys. I mean the Police Department yourself and I know  
5 I'm out there all the time on my handicap scooter and I never have for the last 12  
6 years and I have not had a problem. No one has a problem. Our neighborhood  
7 is very quiet and very nice and it is going to make easier for a lot of us that do go  
8 to the store and need this and is there for us. That is why I appreciate it being  
9 there. As far as the drinking and stuff I don't drink no more, but I would  
10 appreciate it if it was there that I could go home in my own house because it  
11 would be too far for me to go, but I don't see a problem because he is a very  
12 good responsible person. I know he would not let anybody be loitering around.  
13 So that's all I have to say. Thank you

14

15 **CHAIR DE JONG** – Thank you very much. While the Public Testimony is open,  
16 is there anyone else who would like to speak. Okay, I'm going to close Public  
17 Testimony again and reopen Commissioner Debate. Were you finished  
18 Commissioner Geller?

19

20 **COMMISSIONER GELLER** – Yes, I want to hear what everyone else has to say  
21 then I might say something else.

22

23 **CHAIR DE JONG** – Okay

24

25 **COMMISSIONER SALAS** – I agree with... I just think that if the neighborhood  
26 market and the idea of the neighborhood market is to serve the neighborhood  
27 and the hours that they are open; from 8 to 8, I don't see that as real trouble in  
28 that timeframe and also I agree with the community. I agree with the neighbors.  
29 If you want to go across the street and go get a six pack of beer instead of going  
30 to Costco or Cost Plus, because you know the hassle when you go there, I don't  
31 see anything wrong with it. I think that it serves the neighborhood and that's the  
32 idea of a neighborhood market.

33

34 **CHAIR DE JONG** – Thank you.

35

36 **COMMISSIONER DOZIER** – As much as I would like to reward the owners of the  
37 store for being good citizens and for being sensitive to the needs of the  
38 community and providing for the community, I have a problem at all times helping  
39 people get access to any drug that has ruined so many of our lives. All I have to  
40 do to stay consistent with that philosophy is to support the Police decision and  
41 support our Planning Department's decision to deny it. I think it is too bad that  
42 this particular community who needs convenience for many things and that the  
43 application is for a permit that will allow them to sell beer and wine, I feel badly  
44 about that because I'm going to take the position that I want to support the  
45 recommendation to deny it. I just philosophically don't feel good about making it  
46 easier for a community that has already demonstrated that there are problems in

1 the general community; many alcohol related problems that the Police have  
2 documented for many, many years and I don't want to contribute to that. I don't  
3 want to make it more convenient for those folks who have had those problems  
4 and have made that problem for that community to make it easier for them to get  
5 any more of it or let them travel the longer distance. If they want the beer and  
6 wine, let them go the further distance. That's my personal opinion and I'm going  
7 to support the recommendations of our City Planners and our Police Department.

8  
9 **CHAIR DE JONG** – Before I ask for any more comments I have just a question  
10 for Staff. I think I read that being a Conditional Use Permit; if there is any issue  
11 of non-compliance at all it can be revoked. Is that correct? Did I read that right?

12  
13 **PLANNING OFFICIAL TERELL** – There is a process. If there is a concern, what  
14 would happen is we'd advise the permittee of that and we would bring forward  
15 something to the Planning Commission. We'd basically have another hearing  
16 and it would be a revocation hearing at which time the Planning Commission  
17 would hear evidence from both sides and then make a determination whether or  
18 not to revoke the Conditional Use Permit. So it's a process.

19  
20 **CHAIR DE JONG** – How long approximately would that process take?

21  
22 **PLANNING OFFICIAL TERELL** – We haven't done too many of them. I would  
23 say it is a 60 to 90 day process.

24  
25 **COMMISSIONER GELLER** – I don't think I've ever done one and I've been here  
26 14 years or something.

27  
28 **PLANNING OFFICIAL TERELL** – Yes I know. I think we had one and I think it  
29 was related to a night club was the last time we had one, so it's pretty rare.

30  
31 **CHAIR DE JONG** – Who would investigate that process; the Police Department  
32 for example?

33  
34 **PLANNING OFFICIAL TERELL** – It could be the Police Department. It could be  
35 a complaint from the neighborhood that we would investigate. It could be you  
36 know... but it is usually internal. The other potential... the other thing that is  
37 obviously at risk is the alcohol license itself and I suspect that it's generally a  
38 more effective way. Say they lose their liquor license for bad behavior; then that  
39 would be a pretty simple reason to revoke the Conditional Use Permit. That  
40 would be evidence that would be presented. Obviously they couldn't operate  
41 under the Conditional Use Permit if they have no liquor license, but...

42  
43 **COMMISSIONER MARZOEKI** – How would they lose their liquor license? How  
44 would they typically lose that?

45  
46 **PLANNING OFFICIAL TERELL** – I'm going to ask the Detective.

1 **COMMISSIONER GELLER** – I can answer that. A sale to minor’s violation...

2  
3 **COMMISSIONER SALAS** – Drinking on premises...

4  
5 **COMMISSIONER MARZOEKI** – All those things okay

6  
7 **PLANNING OFFICIAL TERELL** – I mean they do an investigation. Either they  
8 would observe themselves inappropriate behavior on the part of the licensee or  
9 they would have a complaint they would investigate; meaning ABC, the Alcohol,  
10 and Beverage Control and I know they take it very seriously.

11  
12 **CHAIR DE JONG** – So currently there is a license and we’re voting on the  
13 Conditional Use Permit.

14  
15 **PLANNING OFFICIAL TERELL** – No there is no license. They have applied for  
16 a license. The Police Department has recommended against granting that  
17 license which the City has to override; has to find that public convenience so if  
18 the Planning Commission was interested in granting this property owner or  
19 business owner that then we would bring it back and you would have to make a  
20 finding of public convenience which means the needs of the surrounding  
21 community overrode that limitation on the number of licenses in some proximity.

22  
23 **CHAIR DE JONG** – Okay

24  
25 **DEPUTY CITY ATTORNEY BRYANT** – And if I may add to that... In order to  
26 grant a Conditional Use Permit you know that you have to make the findings that  
27 it will not be detrimental to the public health, safety or welfare or be materially  
28 injurious to properties or improvements in the vicinity.

29  
30 **CHAIR DE JONG** – Okay thank you.

31  
32 **COMMISSIONER BAKER** – You know looking at these and I assume most of  
33 these signatures are valid on this petition that the landowners have put together.  
34 I mean there is a bunch and I don’t know if it makes any difference on these  
35 applications where you know that I’ve been in the restaurant business and you  
36 know where we’ve had hard liquor or had full bar you have a lot more problems  
37 than a beer and wine deal and my feeling here with the track record that these  
38 owners have, which I’m not going against the Planning Commission or the Police  
39 or anything, but from what hearing here and from what they’ve been doing  
40 running the operation and everything with the food, I don’t know why they would  
41 subject themselves to mess up the rest of their business for selling beer and  
42 wine. So from what I’m hearing it sounds like they are responsible. They want to  
43 come to bat and do this. I don’t think it is on a profit deal. I think it is more of a  
44 convenience to the community and I think from what I understand they can  
45 always limit who they sell that too. I think the minors; what is it; you have to be  
46 over 25 to buy liquor now...

1 **COMMISSIONER GELLER** – 21 still

2  
3 **COMMISSIONER BAKER** – So you've got that... Well you know there is nothing  
4 saying they have to sell the liquor to the person I mean I wouldn't think. So my  
5 deal is and I know the area has got its problems, but we've got other areas of the  
6 City that have their problems. It just doesn't seem fair to me that they should be  
7 denied a Conditional Use Permit on the situation especially when six out of those  
8 8 are national chains that really don't sell per say over the counter type. I mean  
9 they are selling case goods and things like that and the other thing here is this is  
10 not a liquor store. If this was going in here as JR's Liquor Store here then I'd say  
11 no, but where it is part of a reputable market where they have their money  
12 invested in it, I say we take a hard look at moving forward with it. This is just my  
13 opinion.

14  
15 **COMMISSIONER MARZOEKI** – Well this is a hard one. I came in here and I  
16 had read the Staff Report and everything and it was like... well I never make my  
17 decision until I'm actually sitting here because so many things always change,  
18 but I was already just to say okay well we've got too much saturation in the area  
19 here and we can't possibly go farther than that, but then finding out that you  
20 know most of those businesses are in Riverside, that puts a different light on it.  
21 This is a neighborhood market. It is serving the community. It is only open from  
22 8 to 8:30, so there is limited hours. Can something happen; yes something can?  
23 You can drink any time of day, it doesn't really matter, but on the other hand,  
24 here I am a Planning Commissioner and I'm supposed to look out for the  
25 community as well and what is not to say that people can't go that extra distance  
26 and actually get the alcohol elsewhere, so I struggle with that female side of me  
27 along with the Planning Commissioner side of me. This is a really, really difficult  
28 one for me, but I think I side on the side of the applicants. Just the things that  
29 I've heard tonight about them; they are very good for the community; they are  
30 here to stay; they own the property; they'll probably be here for awhile. That is  
31 what my heart is telling me instead of my mind and I normally don't do this. I  
32 normally don't vote based on my heart, but my heart is telling me that this is  
33 something that we got to go forward with and not deny.

34  
35 **CHAIR DE JONG** – Would you like to revisit

36  
37 **COMMISSIONER GELLER** – Yes I would. I sat in on a number of these  
38 applications over the years and a few of them I was very unhappy that the Police  
39 Department in some cases didn't even bother to write a report and in some cases  
40 I was pretty surprised that they signed off on it and in some of them I'm sure that  
41 no one paid much attention to it. To me the most important thing for these types  
42 of... for this particular....for alcohol sales or for any decisions alcohol related, it is  
43 what can it do to the community in terms of crime and other issues. I mean that  
44 has to rank more importantly than anything else.

1 Whether it is profit, convenience or whatever, if there is any reasonable  
2 possibility it is going to increase crime or other issues in that community, there is  
3 no way I would vote for it. I mean I think that's a risk that is just not worth taking.  
4 I mean if somebody has to go a few more blocks, they have to go a few more  
5 blocks. I understand the one issue of convenience is it probably encourages  
6 people to drink more because they may not be inclined to go 20 blocks but they  
7 might walk across the street. I have to give great deference to the Police  
8 Department's opinion and I know this area, I worked it myself for many years  
9 working with the Moreno Valley Police Department and it is a serious crime area  
10 and antidotal of other evidences whenever there is alcohol people open the  
11 bottles and they open the cans when they get out the front door and start drinking  
12 before they get home and anyone thinks otherwise particularly if they are  
13 walking. They are not going to wait until they get home half the time. I have to  
14 follow... I mean I think the crime reports provide a very compelling story and in a  
15 very small area and if there is any reasonable possibility this could cause an  
16 increase in crime I'm not going to do it. I'm not going to vote for it. I don't think it  
17 is fair to the residents that live there.

18  
19 I think one woman said her street was perfectly quiet. I don't know; like I say I  
20 worked it for many, many years and it's an area with its problems and I don't  
21 want to add to them. We do what we can to try to improve the City. Again the  
22 customers of Target and all those places... the practical side is there are not  
23 nearly as likely to go start drinking in the parking lot than people that walk to a  
24 convenience store. I mean you go to any convenience store that sells alcohol  
25 and you are going to see people drinking in the parking lot on their way out or  
26 whatever. This is one of the toughest in terms of these types of Conditional Use  
27 Permits. I don't have a clear; I am torn but I have to... like I say I complained  
28 when the Police Department didn't participate in the past in these decisions and  
29 at this point they have participated and they have given their opinion and I have  
30 to give it great weight, almost more than anything else absent it being completely  
31 unreasonable, so based primarily on the crime issue or the potential for crime  
32 issue and the surrounding neighborhood, I'm going to vote against it. The only  
33 thing that I'd ask that if I'm outvoted and the Commission is desirous of allowing it  
34 that we condition it like I said before that when they do the conditions that one of  
35 the conditions be that if the license goes up for renewal the CUP will terminate,  
36 so we won't at least have to worry about a new owner taking over that hasn't had  
37 the same scrutiny as this owner. Anyway I'm sorry. Like I say I have been torn  
38 heavily, but I have to give great deference to the Police Department in this matter  
39 because like I say I'm not here to approve something to increase crime in the  
40 City.

41  
42 **CHAIR DE JONG** – Okay my turn. I am torn as well. Actually it is a hard one. I  
43 came in thinking it might not be quite as hard as it is. I have a lot of respect for  
44 communities and community markets and all that and the way communities  
45 interact with each other. I don't see that changing very much with either way this  
46 goes. Apparently it is a nice community and that's good and the owners are

1 responsible and that's good. I hope they stay that way. We very rarely get any  
2 real communication from the Police Department regarding our projects.  
3 Sometimes we do but often we don't and as Commissioner has been said it has  
4 been kind of lacking in the past and when we do get a report, it is important and I  
5 rate it and these are the people that are out there every day and they see what I  
6 don't see and they respond to what I'm not responding to and they are telling us  
7 that there is a large crime rate right now in that small concentration of area and I  
8 have to believe them. I have to go with that. I have to pay a great deference to  
9 their written opinion and their job is to protect the City of Moreno Valley and I  
10 hope the applicant and the people in that community understand that they are  
11 protecting them as well and I have to go ahead and agree with the City and deny  
12 this Conditional Use Permit on that basis, so thank you. It seems like we might  
13 have a split.

14

15 **COMMISSIONER GELLER** – I mean let me just make the motion that's  
16 recommended and we'll take the vote and see what the vote actually is...

17

18 **CHAIR DE JONG** – An aye vote would be agreeing with the denying.

19

20 **COMMISSIONER GELLER** – Correct, yes. I'm going to make a recommended  
21 motion and then assuming somebody seconds it, we'll take a vote and it if fails,  
22 then you know we'll have to...

23

24 **CHAIR DE JONG** – Okay, so bear in mind that an aye vote is to deny.

25

26 **COMMISSIONER GELLER** – Okay I'd like to make a motion that we **APPROVE**  
27 Resolution No. 2010-26 thereby **DENYING** PA09-0027 Conditional Use Permit,  
28 with no action on the environmental issue required.

29

30 **CHAIR DE JONG** – Okay is there a second?

31

32 **COMMISSIONER DOZIER** – Second

33

34 **CHAIR DE JONG** – All those in favor?

35

36 Opposed – 2 (Commissioner Baker, Commissioner Salas)

37

38 **Motion carries 4 – 2**

39

40 **CHAIR DE JONG** – Thank you. Staff wrap up please

41

42 **PLANNING OFFICIAL TERELL** – Yes this action shall be final unless appealed  
43 to the City Council within 15 days.

44

45 **CHAIR DE JONG** – Okay, thank you. Thank you very much applicant and  
46 community for coming out and thank you for letting us hear your thoughts.

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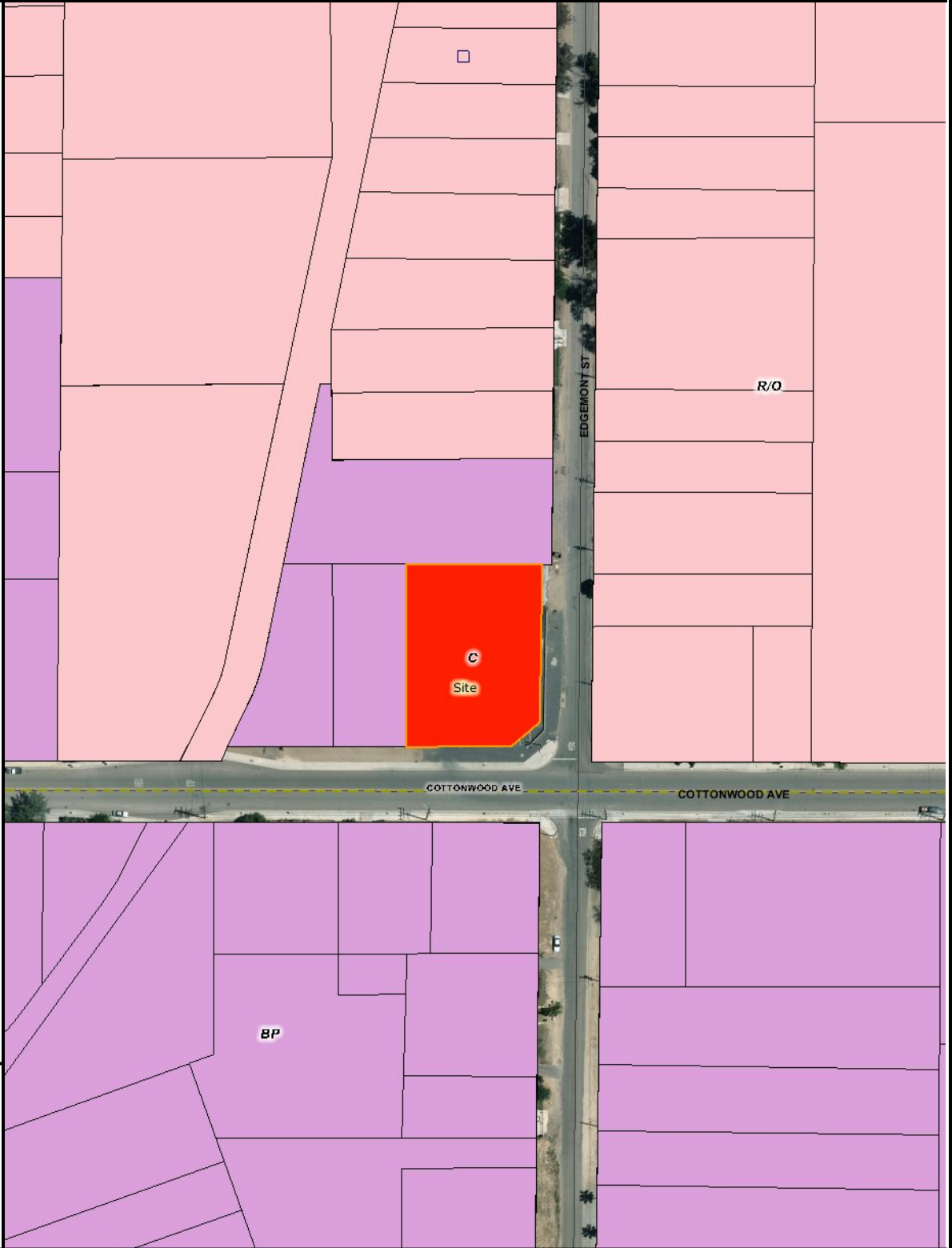
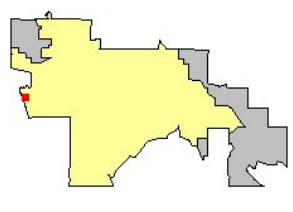
# PA09-0027jd

## General Plan Land Use Map

### Legend

-  Feature Buffer
-  Highways
-  Bike Ways
-  Existing
-  Proposed
- Circulation Plan
-  Divided Major Arterial
-  Divided Major Arterial - Reduced Cross Section
-  Divided Arterial - 6 lane
-  Divided Arterial - 4 Lanes
-  Arterial
-  Minor Arterial
-  Minor Arterial - Pigeon Pass Cross Section
-  Collector
- Master Plan of Trails
-  Bridge
-  Improved
-  Multiuse
-  Proposed
-  Regional
-  State
-  Parcels
-  Roads
- Land Use
-  Business Park
-  Commercial
-  Floodplain
-  Hillside Residential
-  Light Industrial
-  Mixed Use
-  Office
-  Open Space
-  Public Facilities
-  Planned Residential
-  Residential/Office
-  Residential: Max 1 du/ac
-  Residential: Max 10 du/ac
-  Residential: Max 15 du/ac

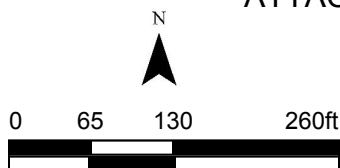
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City of Moreno Valley  
14177 Frederick St  
Moreno Valley, CA 92553

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### ATTACHMENT 7



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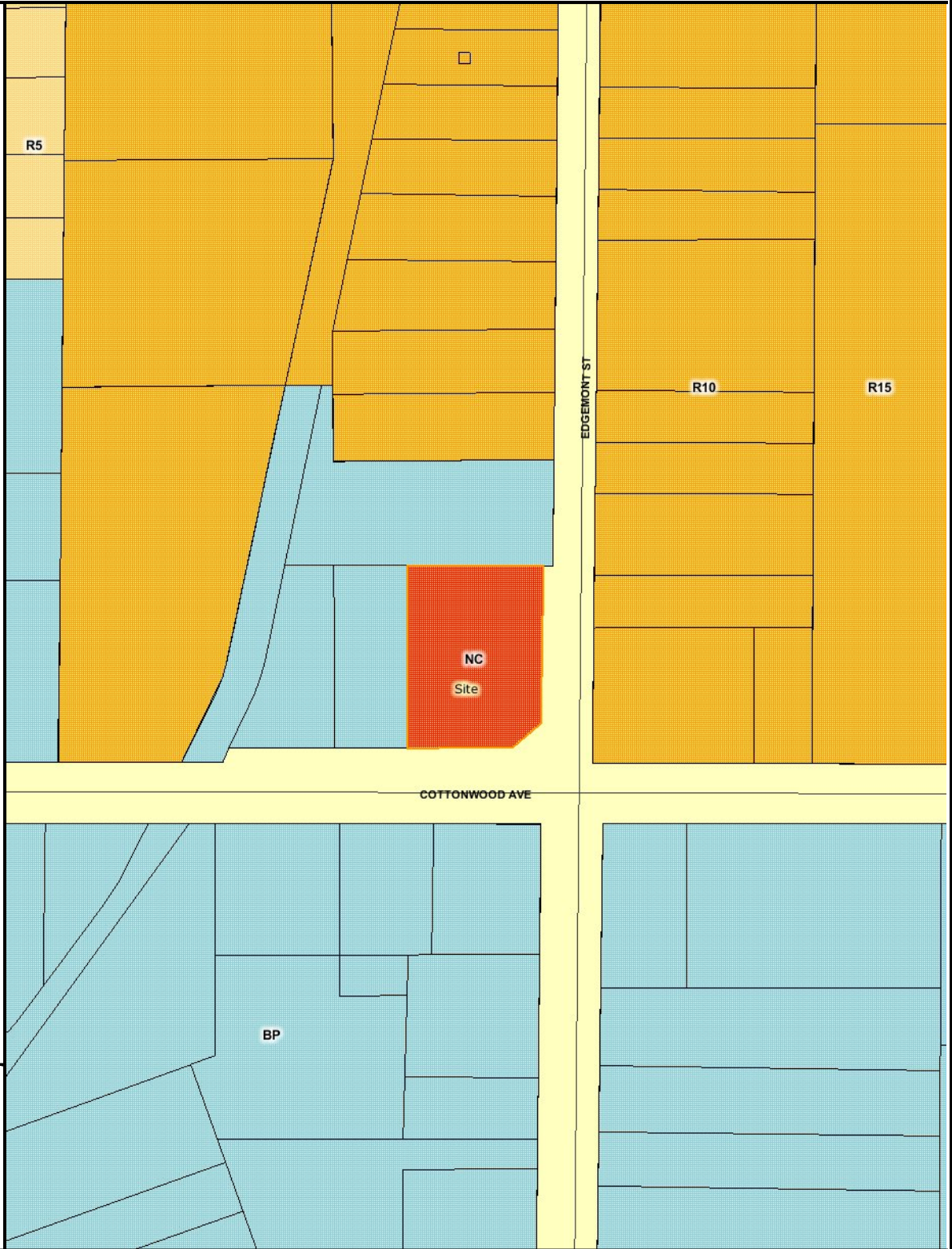
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# PA09-0027jd

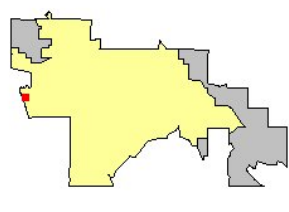
## Zoning Map

### Legend

-  Feature Buffer
-  Highways
-  Parcels
-  Roads
- Zoning**
-  Commercial
-  Industrial/Business Park
-  Large Lot Residential
-  Multi-family
-  Office
-  Open Space/Park
-  Planned Development
-  Public Facilities
-  Residential 2 Dwellings/Acre
-  Residential Agriculture 2 Dwellings/Acre
-  Suburban Residential
-  Waterbodies
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside



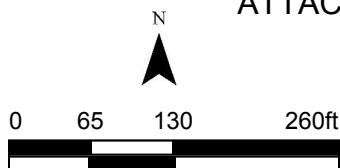
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### ATTACHMENT 8



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# PA09-0027jd

## Aerial Photograph

### Legend

-  Feature Buffer
-  Highways
-  Parcels
-  Roads
-  Waterbodies
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside



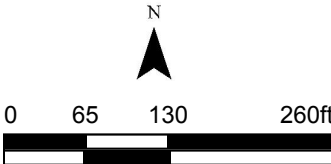
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### ATTACHMENT 9



Printed: 5/12/2011 10:56:57 AM

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**Subject:** Hearing for a liquor license permit for Big # 6 food Mart.  
**To:** Julia Descoteaux  
**From:** Arnold G Nunez

Related to the Public Hearing for a liquor license for Big # 6 Food Mart, located on 21748 Cottonwood Ave, Moreno Valley, CA.

I'm oppose to the Conditional Use Permit, for the store mentioned above, due to the different situations that happened before, when there was a Circle K store, that sold all kinds of alcoholic beverages. There were robberies, drug dealing, and fights most of the time. There used to be a convenient phone booth on the street, to making phone calls, and it had to be taken away, for the reason that, there were making drug deals. We heard the discussions and arguments from drinking people, even during the night hours. We live close to the store, so, we witnessed all kinds of activities, and we do not like this to happen again.

We want to live in a clean environment, where our kids are able to playing in the yards, and even walking on the street. There is a liquor store "Charlie Boys," on Alessandro Blvd, only three blocks from Cottonwood and Edgemont St. and they also had problems with robberies not long ago. I personally, think that we do not need another liquor store in the area.

My neighbors, Rose and Jim Kosterlinsky, 21719 Cottonwood Ave, are reliant accepting this petition.

Thank you for your consideration and pray that you will understand, our feelings towards this petition.

Arnold G Nunez

ATTACHMENT 10

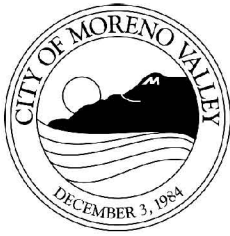
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## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

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

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** June 28, 2011

**TITLE:** APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate;
2. Appoint those applicants who received majority vote by the City Council;
3. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant and carry over the current applications for reconsideration of appointment at a future date.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

Applications were accepted by the City Clerk's Office to fill vacancies for the various City Council Boards and Commissions, with certain terms expiring June 30, 2011.

Members with expiring terms were notified and advised of the need to submit a new application to be considered for reappointment. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. All applicants complied with this requirement.

The commissions, boards, applicants, and vacancies to be filled are as follows:

**ACCESSIBILITY APPEALS BOARD**

Two (2) terms expiring June 30, 2014  
Physically Challenged Representative

None

**ARTS COMMISSION**

Three (3) terms expiring June 30, 2014

Lorna Kendrick\*  
Lauretta Phillips\*  
Nina Hiers

**ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD**

Two (2) terms expiring June 30, 2014

Gerald Michael Budlong\*  
Gregory A. Hagans

**LIBRARY COMMISSION**

Three (3) terms expiring June 30, 2014

Beverly A. Crockett\*  
Kristina Dixon\*  
Cathy Merkt\*

**PARKS AND RECREATION COMMISSION**

Two (2) terms expiring June 30, 2014

Bill Alvarez\*  
George Brummer  
Marie Hyta  
Monique Flaherty  
James Lucha (former teen member)

**RECREATIONAL TRAILS BOARD**

Three (3) terms expiring June 30, 2014

Margie Breitzkreuz\*  
Gilbert Brook\*

**SENIOR CITIZENS' BOARD**

Three (3) terms expiring June 30, 2014

Delorise Anderson\*  
Donna Annetta  
Gwendolyn Cross\*  
Thelma Dunn

**TRAFFIC SAFETY COMMISSION**

Three (3) terms expiring June 30, 2014

Lawrence Baird\*  
Mary C. Cole\*  
Arthur W. Higgs

\*Incumbent

**ALTERNATIVES**

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. Choosing not to appoint members to the above-mentioned boards and commissions would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

**NOTIFICATION**

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda mailed to applicants

**ATTACHMENTS**

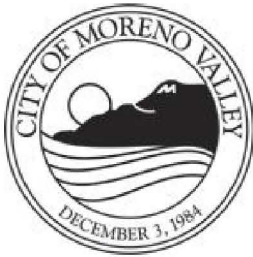
None

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Appointment Staff Reports\2011\June Appointments Staff Report.doc



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

## Report to City Council

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**TO:** Mayor and City Council and the City Council Acting in their Capacity as the 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:** June 28, 2011

**TITLE:** PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDING FOR FIRST INDUSTRIAL—APNS 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 BALLOTING FOR NPDES AND CSD ZONE M

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### **RECOMMENDED ACTION**

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceeding for First Industrial—Assessor Parcel Numbers (APNs) 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. 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 First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 for inclusion into and approval of the annual charges for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

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.

First Industrial—APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 has Conditions of Approval that require them to provide a funding source to help support the Stormwater Management program. Additionally, First Industrial was conditioned to help support the CSD median program specific to this project, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

## **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 owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charges for the CSD Zone M program. The property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on June 28, 2011 and the Public Hearing on July 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

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, removing litter,



maintaining the irrigation systems, weed control, payment of the water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charges are levied on the property tax bill.

The CSD Zone M annual charges for APNs 316-200-003, 316-200-009, 316-200-010, 316-200-011, 316-200-012, 316-200-013, 316-200-014, 316-200-018, 316-200-028, and 316-200-029 were estimated based on the proposed fully improved Perris Blvd. median adjacent to the parcels. The annual charges shall not be levied until such time as the planning of the median begins. Upon future development, parcels adjacent to the proposed median shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charges for balloting APNs shall be proportionally adjusted.

### **ALTERNATIVES**

1. **Accept public comments** regarding the mail ballot proceeding for First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *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 First Industrial for approval of the NPDES Maximum Commercial/Industrial Regulatory Rate and inclusion into and approval of the annual charges for CSD Zone M. *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) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charges for First Industrial are as follows:

<b>Property Owner</b>	<b>NPDES Maximum Commercial/Industrial Rate</b>	<b>CSD Zone M Annual Charge</b>
First Industrial		
APN 316-200-003 (and any division thereof)	\$205	\$494.31
APN 316-200-009 (and any division thereof)	\$205	492.14
APN 316-200-010 (and any division thereof)	\$205	516.09
APN 316-200-011 (and any division thereof)	\$205	489.96
APN 316-200-012 (and any division thereof)	\$205	2,184.13
APN 316-200-013 (and any division thereof)	\$205	520.44
APN 316-200-014 (and any division thereof)	\$205	520.44
APN 316-200-018 (and any division thereof)	\$205	1040.89
APN 316-200-028 (and any division thereof)	\$205	435.52
APN 316-200-029 (and any division thereof)	\$205	1,796.51

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charges shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-

Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

**The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates.** Funds collected from the NPDES rates are restricted for use only within the Stormwater Management program.

**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**

#### **Advocacy**

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

#### **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 and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

### **SUMMARY**

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceeding for First Industrial.

### **NOTIFICATION**

On May 17, 2011, a ballot packet was mailed to the owner of each parcel associated with Tentative Parcel Map 35859. The packets included a notice to the property owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and postage-paid envelopes for returning the ballots to the City Clerk. (See Attachment 1.)

Newspaper advertising for the June 28, 2011, Public Meeting and July 12, 2011, Public Hearing was published in The Press-Enterprise on June 9, 2011. Additionally, the Public Hearing notification was published on June 23 and will be published again on June 30, 2011.

### **ATTACHMENT**

Attachment 1: First Industrial sample 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

Concurred by:  
Mark Sambito,  
Engineering 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 10.11\Zone M NPDES\PA07-0165 First Industrial (TPM 35859)\Stfrpt PM 06.28.11.doc

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TEL: 951.413.3480  
FAX: 951.413.3498  
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9  
P. O. BOX 88005  
MORENO VALLEY, CA 92552-0805

First Industrial  
c/o First Industrial Realty Trust  
Jeff Evans, Operations Director  
898 N. Sepulveda Blvd., Suite 750  
El Segundo, CA 90245

May 17, 2011

**NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029**

**\*\*\*\*\* OFFICIAL BALLOT ENCLOSED \*\*\*\*\***

Llame al 951.413.3480 para obtener información verbal en Español

### **Introduction**

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charges for the CSD Zone M program.

### **Background**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

#### *CSD Zone M Charge*

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.

ATTACHMENT 1

## **Services Provided**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

### *CSD Zone M Charge*

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.

## **How is the Amount of the Charge Determined?**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

### *CSD Zone M Charge*

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 are subdivided. If APNs are merged then the annual charges for those APNs shall be combined. The charge levied shall not exceed the charge previously approved by the property owners.

## **Proposed Charge**

### *NPDES Maximum Commercial/Industrial Regulatory Rate*

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

### *CSD Zone M Charge*

The CSD Zone M annual charge for FY 2010/11 for the proposed Perris Blvd. median is \$494.31 for APN 316-200-003, \$489.96 for APN 316-200-011, \$435.52 for APN 316-200-028, and \$1,796.51 for APN 316-200-029. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

## **Annual Adjustment**

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and 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**

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy

amount will be assessed to APN 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and 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 provide information concerning this mail ballot proceeding the City/CSD 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, June 28, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, July 12, 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 Inclusion into and Approval of the Charges is Approved**

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate will be confirmed if a simple majority (50%+1) of the ballots are marked in favor of the NPDES rate. Inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if a simple majority of the returned valid weighted ballots approve the annual charge.

### **Effect if Inclusion into and Approval of the Charges is Not Approved**

#### *NPDES Maximum Commercial/Industrial Regulatory Rate*

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements shall result in noncompliance with the Conditions of Approval. If there is a tie or if a majority of the returned valid ballots oppose the NPDES rate, then the rate will not be levied on the property tax bill.

#### *CSD Zone M Charge*

If there is a tie or if a majority of the returned valid weighted ballots oppose the CSD Zone M annual charge, then the annual charge will not be levied on the property tax bills and noncompliance of the Conditions of Approval shall result.

### **For More Information**

If you have any questions about the proposed programs, the annual charges, 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 ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and

return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*
3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, July 12, 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.**



**OFFICIAL MAIL BALLOT for ASSESSOR PARCEL NUMBERS (APNs)  
316-200-003, 316-200-011, 316-200-028, and 316-200-029**

**Moreno Valley Community Services District (CSD) Zone M  
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

**YES\*** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029 (and any division thereof), **I approve** the annual CSD Zone M charges for FY 2010/11 for the proposed Perris Blvd. median of \$494.31 for APN 316-200-003, \$489.96 for APN 316-200-011, \$435.52 for APN 316-200-028, and \$1,796.51 for APN 316-200-029. Beginning FY 2011/12, the annual CSD Zone M charges 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 levy amounts shall be assessed on the Riverside County property tax bills as planning of the Perris Blvd median occurs. The CSD Zone M charges shall be proportionally adjusted if said APNs are subdivided. If parcels are merged then the annual charges for those parcels shall be combined.

**NO\*\*** — as the property owner of APNs 316-200-003, 316-200-011, 316-200-028, and 316-200-029, **I do not approve** the CSD Zone M annual parcel charges. I understand that not incorporating said APNs into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charges shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge*
316-200-003 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$494.31
316-200-011 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$489.96
316-200-028 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$435.52
316-200-029 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,796.51

\*The weighted value for each APN is equal to its proposed annual charge. The total proposed charge for TPM 35859 is \$8,490.43.

**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 July 12, 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



**COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE**  
 Adopted by the City Council on January 10, 2006











LEVEL 1		LEVEL II			
<b>NPDES Administration</b> (Not covered by CSA 152)		<b>Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance</b>			
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.		Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.			
Level I is levied on all parcels conditioned for the NPDES Rate Schedule.		Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			
<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b> \$2.67	<b>Per Year</b> \$32.00	<b>PROPOSED PARCEL RATE</b>	<b>Per Month</b> \$12.58	<b>Per Year</b> \$151.00

**Inflation Factor Adjustments**

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)  
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)  
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)  
 FY 2009/2010 - no change = (\$35.00 & \$170.00)  
 FY 2010/2011 - no change = (\$35.00 & \$170.00)

# TPM 35859

## APN

-  316200003
-  316200009
-  316200010
-  316200011
-  316200012
-  316200013
-  316200014
-  316200018
-  316200028
-  316200029

Roads

Parcels

City Boundary

Median

Landscaped Areas

Map reflects all changes indicated  
on Riverside County Assessor Maps  
as of May 11, 2011.

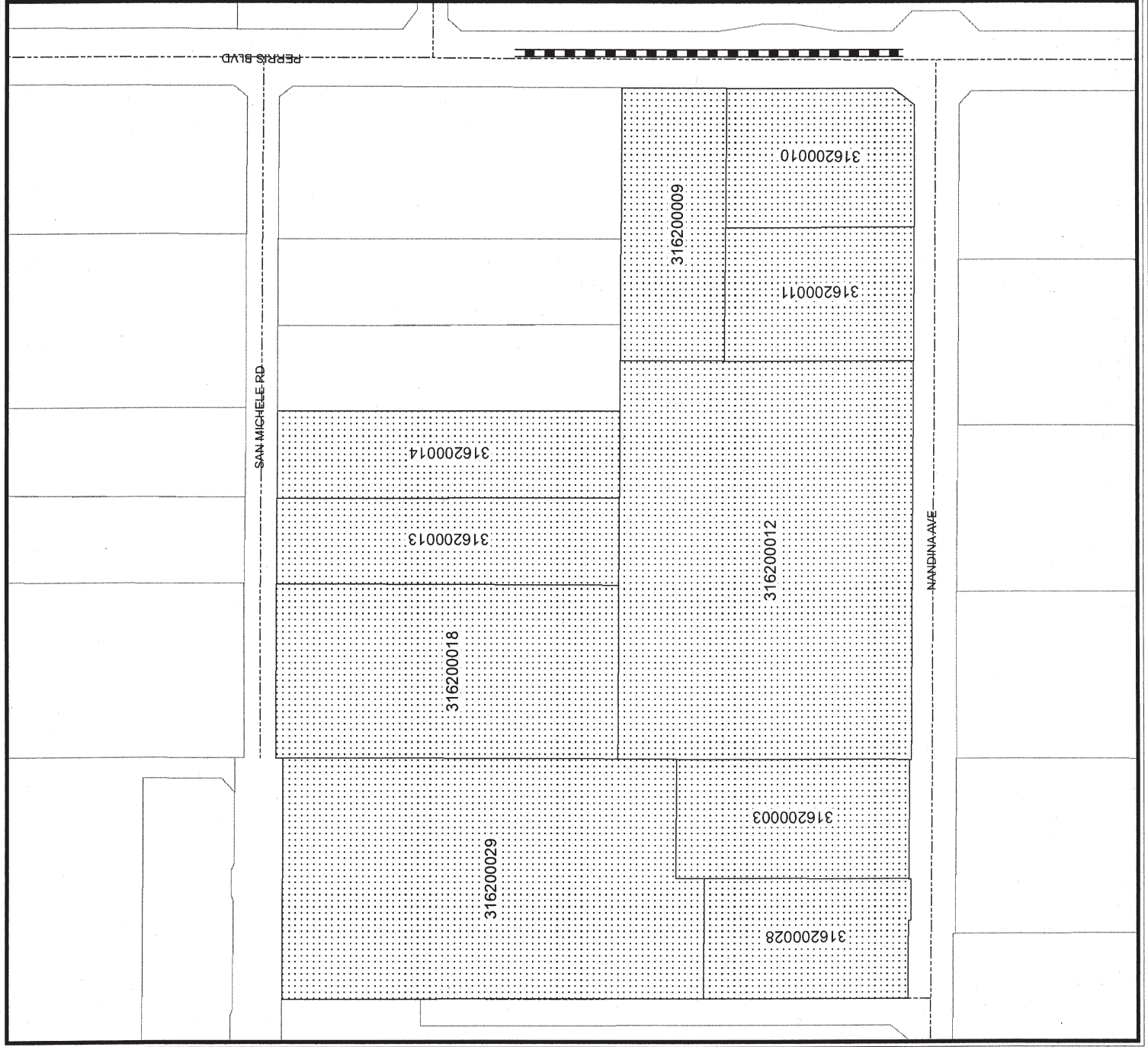


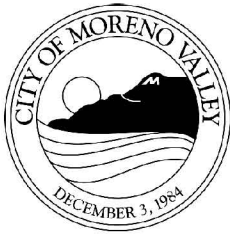
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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification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



**MORENO VALLEY**  
WHERE DREAMS SOAR





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

## Report to City Council

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**TO:** Mayor and City Council and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

**FROM:** Barry Foster, Community & Economic Development Director

**AGENDA DATE:** June 28, 2011

**TITLE:** AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV HEMLOCK LP

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-70 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Hemlock LP, a limited partnership.
2. Approve an Affordable Housing Agreement for HOME by and between the City of Moreno Valley and MV Hemlock LP, a limited partnership.

Staff recommends that the Redevelopment Agency of the City of Moreno Valley Board:

1. Adopt Resolution No. RDA 2011-10 approving an Affordable Housing Agreement by and between the Agency and MV Hemlock LP.

### BACKGROUND

The Hemlock Family Apartments project is a planned 78 unit (including a manager unit) affordable housing development to be situated on 5.37-acres on Hemlock Avenue just west of Perris Boulevard. The Community Redevelopment Agency of the City of Moreno Valley and Rancho Belago Developers Inc. previously entered into a Conditional Commitment Letter Agreement on March 8, 2011 for the development of the Hemlock Family Apartments. The Developer of the affordable housing complex is Rancho Belago

Developers, Inc. using a limited partnership structure for the project—MV Hemlock LP. This is a common practice for development projects.

## **DISCUSSION**

The development of new affordable housing projects has always been important part of the Agency's Redevelopment Plan. The development of the Hemlock Family Apartments project is consistent with the Agency's established Redevelopment Plan and the Agency's commitment to construct new quality affordable housing projects in Moreno Valley. The development of the Hemlock Family Apartments is pursuant and in compliance with California Health and Safety Code 33334.2(e) in the Agency's provision to carry out affordable housing activities.

The Hemlock Family Apartments project consists of 78-units (including 1 manager unit). On March 8, 2011, the RDA approved a Conditional Commitment Agreement providing the framework for \$6.3 million in assistance from the RDA (through Housing set-aside funds), along with a \$1.2 million loan from the City's HOME funds. Additionally, the project utilizes \$4.1 million in bond financing through the California Statewide Communities Development Authority of Multi-Family Housing Bonds. The project proforma was been evaluated by a 3<sup>rd</sup> party financial consultant (with a reputation as a leader in the field) which determined the proposed project as sound and consistent with similar affordable housing projects.

Based on maximizing the RDA's cash flow for Housing set-aside funds and the timing of proposed project the following is the recommended funding schedule for the project.

- \$5.3 million loan from RDA set-aside funds at the close of the project's construction loan (targeted for October 2011).
- \$800,000 loan from RDA set-aside funds at the project's permanent loan closing (targeted for August 2013).
- \$1.2 million loan from City's HOME funds at projects permanent loan closing (targeted for August 2013).
- \$200,000 loan from RDA set-aside funds one year after permanent loan closing (targeted for August 2014).

An Affordable Housing Agreement (AHA) has been drafted to establish the terms and conditions of the Agency's financial assistance, along with the development of the affordable housing project. The AHA is in conformance with California Redevelopment Law and consistent with previous Affordable Housing Agreements used by other similar projects in Moreno Valley. Another document, an Agreement, has been drafted by legal counsel to provide the terms and conditions for the financing considerations from City HOME funds. The document provides for compliance with the HOME program and requirements established by the U.S. Department of Housing and Urban Development.

**ALTERNATIVES**

1. Adopt the Resolutions consenting to the approval of the Affordable Housing Agreement and Affordable Housing Agreement for HOME.
2. Decline to adopt the Resolutions supporting the approval of the Affordable Housing Agreement.

**FISCAL IMPACT**

The approval of the Affordable Housing Agreement has NO impact to the City’s General Fund. The funding of the project shall be fully provided for by the Agency’s Affordable Housing Set-Aside Fund.

**ATTACHMENTS/EXHIBITS**

- Attachment A – Resolution No. 2011-70
- Attachment B – Resolution RDA No. 2011-10
- Attachment C – Affordable Housing Agreement – RDA
- Attachment D – Affordable Housing Agreement – HOME

Prepared By:  
 Barry Foster  
 Community & Economic Development Director

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

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## RESOLUTION NO. 2011-70

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY CONSENTING TO THE APPROVAL BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY WITH MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AND APPROVING AND AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING AGREEMENT (HOME) BETWEEN THE CITY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

**WHEREAS**, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

**WHEREAS**, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

**WHEREAS**, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

**WHEREAS**, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

**WHEREAS**, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agency Agreement"); such project is referred to herein as the "Project; and

**WHEREAS**, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

**WHEREAS**, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in the amount of \$6,300,000 (exclusive of City fee waivers as to City fees in the amount of \$702,000), plus City funding under the HOME Program of \$1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agency Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

**WHEREAS**, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined in the Agency Agreement; and

**WHEREAS**, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

**WHEREAS**, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

**WHEREAS**, under the Agency Agreement the Agency would disburse certain moneys defined in the Agency Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agency

Agreement, and the Participant would agree to construct the Project in accordance with the requirements of the Agency Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agency Agreement; and

**WHEREAS**, the Agency Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

**WHEREAS**, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agency Agreement would benefit the Project Area by providing affordable housing; and

**WHEREAS**, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

**WHEREAS**, the Agency Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

**WHEREAS**, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

**WHEREAS**, the City Council has duly considered all terms and conditions of the proposed Agency Agreement and believes that the Agency Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

**WHEREAS**, the financial participation by the Agency under the Agency Agreement is in consideration of the particular uses required by the Agency Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

**WHEREAS**, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agency Agreement substantially in the form submitted herewith; and

**WHEREAS**, the Agency will expend up to Six Million Three Hundred Thousand Dollars (\$6,300,000) under the Agency Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars (\$1,200,000)(the “HOME Amount”) which it is contemplated City will infuse using HOME moneys); and

**WHEREAS**, the Participant has proposed and City staff recommends that the City Council approve an agreement in the form submitted herewith entitled “Affordable Housing Agreement (HOME), dated as of June 21, 2011 by and between the Participant and the City (herein, the “City Agreement”), which City Agreement provides for the restriction of certain rental units on the Site to be restricted as affordable units under the “HOME Program” and “HOME Regulations”, all as defined and provided under the City Agreement; and

**WHEREAS**, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agency Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agency Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agency Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agency Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the “Agency Participant CC&Rs” (as defined in the Agency Agreement) would no longer be applicable; and

**WHEREAS**, a joint public meeting of the Agency and City Council on the proposed Agency Agreement was duly noticed in; and

**WHEREAS**, the proposed Agency Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

**WHEREAS**, all actions required by all applicable law with respect to the proposed Agency Agreement have been taken in an appropriate and timely manner; and

**WHEREAS**, no approval is given by this resolution concerning the commitment of HOME moneys by the City in any amount, it being the intention of the City to consider such a matter at a later point in time; and

**WHEREAS**, the Agency Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agency Agreement; and

**WHEREAS**, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agency Agreement and believes that the redevelopment of the Site pursuant to the Agency Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

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

**Section 1.** The City Council hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agency Agreement will be of benefit to the Project Area for the reasons set forth above.

**Section 2.** The City Council finds and determines that the Project (as described in the Agency Agreement) is not a "low rent housing project" within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agency Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The City Council further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

**Section 3.** The City Council finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agency Agreement is reasonable and necessary.

**Section 4.** The City Council finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agency Agreement), is not available, and the Agency Agreement provides for written commitments reasonably designed to protect the Agency's investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

**Section 5.** The City Council hereby finds and determines that the Agency Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

**Section 6.** The City Council hereby consents to the approval by the Agency of the Agency Agreement in substantially the form presented to the Agency and the City Council, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the Agency Agreement to be executed on behalf of the City. A

copy of the Agency Agreement when executed by the Agency shall be placed on file in the office of the City Clerk.

**Section 7.** The City Council acknowledges that the Agency may authorize the Executive Director of the Agency (or his designee) to make revisions to the Agency Agreement which do not materially or substantially increase the Agency's or City's obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agency Agreement and to administer the Agency's obligations, responsibilities and duties to be performed under the Agency Agreement and related documents.

**Section 8.** The City Council hereby approves the City Agreement in substantially the form presented to the City Council, subject to such revisions, if any, as may be authorized by the City Manager. The City Manager is authorized to execute, on behalf of the City, those instruments provided under the City Agreement to be executed on behalf of the City. A copy of the City Agreement when executed by the City shall be placed on file in the office of the City Clerk.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

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**RESOLUTION NO. RDA 2011-10**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE AGENCY AND MV HEMLOCK LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP**

**WHEREAS**, California Health and Safety Code Sections 33334.2 and 33334.6 authorize and direct the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") to expend a certain percentage of all taxes which are allocated to the Agency pursuant to Section 33670 for the purposes of increasing, improving and preserving the community's supply of low and moderate income housing available at affordable housing cost to persons and families of low- and moderate-income, lower income, and very low income; and

**WHEREAS**, pursuant to applicable law the Agency has established a Low and Moderate Income Housing Fund (the "Housing Fund"); and

**WHEREAS**, pursuant to Health and Safety Code Section 33334.2(e), in carrying out its affordable housing activities, the Agency is authorized to provide subsidies to or for the benefit of very low income and lower income households, or persons and families of low or moderate income, to the extent those households cannot obtain housing at affordable costs on the open market, and to provide financial assistance for the construction and rehabilitation of housing which will be made available at an affordable housing cost to such persons; and

**WHEREAS**, pursuant to Sections 33334.2 and 33413(b) of the Health and Safety Code, the Agency is to encourage the provision of dwelling units to be available at affordable housing cost to persons and families of low or moderate income for substantial periods of time; and

**WHEREAS**, MV Hemlock Limited Partnership, a California limited partnership (the "Participant") has acquired fee title to certain real property located on Assessor's Parcel Numbers 481-322-045, 481-281-059, and 481-281-060 (the "Site") and proposes to construct seventy-eight (78) apartment units at the Site, seventy-seven (77) of which would be restricted to availability at affordable rent to households of specified incomes, all as more particularly set forth in the draft agreement submitted herewith (the "Agreement"); such project is referred to herein as the "Project; and

**WHEREAS**, the Participant is experienced in the development and operation of affordable multi-family housing, including in Riverside County and represents that it owns the Site; and

**WHEREAS**, following receipt of a request therefore by the Participant, and upon review of Participant's request for the provision of financial assistance by the Agency in

the amount of \$6,300,000 (exclusive of City fee waivers as to City fees in the amount of \$702,000), plus City funding under the HOME Program of \$1,200,000 (the "City HOME Amount"), the Agency has reviewed the request by Participant and has obtained advice from a land economist in connection therewith. The proposed Agreement provides for Participant to develop seventy-eight (78) dwelling units and related improvements on the Site, and that the Participant shall, upon completion of such units, rent the rental units ("Units") as follows: (i) fourteen (14) one-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. All such units shall be enforceably restricted for an approximately fifty-eight (58) year period. Such development is intended to implement the Agency's goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, low income and moderate income and to increase, improve and preserve housing available at affordable rent to persons of very low income, low income and moderate income pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, et seq., and 33413; and

**WHEREAS**, Participant has agreed to seek a preliminary reservation for 4% Low Income Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, et seq. ("4% Tax Credits") and has requested that the Agency would loan certain funds to assist in the development of the Site to be repaid from "Residual Receipts" under the "Agency Note" as defined the Agreement; and

**WHEREAS**, the Legislature has declared in Health and Safety Code Section 36000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

**WHEREAS**, the Participant has agreed to construct seventy-eight (78) dwelling units on the Site; and

**WHEREAS**, under the Agreement the Agency would disburse certain moneys defined in the Agreement as the "Agency Disbursement Amount" as a loan to the Participant to be paid from "Residual Receipts" as more fully provided in the Agreement, and the Participant would agree to construct the Project in accordance with the

requirements of the Agreement, restrict occupancy of certain of the apartment units in the Project to households of limited income, and rent those units at an affordable rent, all as more particularly set forth in the Agreement; and

**WHEREAS**, the Agreement will leverage the investment of the Agency with an equity contribution by a limited partner investor of the Participant in consideration for 4% Tax Credits to be generated with respect to the Project and other funding to be obtained by the Participant from sources other than the Agency or the City of Moreno Valley (the "City"); and

**WHEREAS**, the Project is located within the project area of the Moreno Valley Redevelopment Project (the "Project Area" and the "Redevelopment Project", respectively) and within the corporate limits of the City of Moreno Valley (the "City"). The acquisition, construction and operation of the Project pursuant to the Agreement would benefit the Project Area by providing affordable housing; and

**WHEREAS**, the Agency has adopted an Implementation Plan pursuant to Health and Safety Code Section 33490, which sets forth the objective of providing housing to satisfy the needs and desires of various constituent elements of the community; and

**WHEREAS**, the Agreement furthers the goals of the Agency set forth in the Implementation Plan as it will facilitate the creation of affordable housing which will serve the residents of the neighborhood and the City; and

**WHEREAS**, the Legislature declares in Health and Safety Code Section 37000, et seq., that new forms of cooperation with the private sector, such as leased housing, disposition of real property acquired through redevelopment, development approvals, and other forms of housing assistance may involve close participation with the private sector in meeting housing needs, without amounting to development, construction or acquisition of low rent housing projects as contemplated under Article XXXIV of the State Constitution; and

**WHEREAS**, the Agency has duly considered all terms and conditions of the proposed Agreement and believes that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements; and

**WHEREAS**, the financial participation by the Agency under the Agreement is in consideration of the particular uses required by the Agreement to be conducted by Participant on the Site as well as the Participant's undertakings concerning the development and operation of improvements for affordable rental housing; and

**WHEREAS**, the Participant has submitted to the Agency and the City Council of the City (the "City Council") copies of the Agreement substantially in the form submitted herewith; and

**WHEREAS**, the Agency will expend up to Six Million Three Hundred Thousand Dollars (\$6,300,000) under the Agreement (which amount is exclusive of City fee waivers and does not include the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) which it is contemplated City will, subject to its customary hearings and processing in connection therewith, aware from HOME moneys available to City); and

**WHEREAS**, the Participant indicates that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds (over and above that provided in the Agreement) and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available without such subordination. Accordingly, subject to the terms and conditions set forth in the Agreement, in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing construction and permanent financing (as provided in the Agreement), the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the principals of the Participant or any person having any financial interest in the Participant or its principals) will accede to the rights of the Participant under the Agreement with the exception that the requirements for affordability and limiting incomes of occupants under the "Agency Participant CC&Rs" (as defined in the Agreement) would no longer be applicable; and

**WHEREAS**, a joint public meeting of the Agency and City Council on the proposed Agreement was duly noticed in; and

**WHEREAS**, the proposed Agreement, and a staff report have been available for public inspection prior to the joint public meeting; and

**WHEREAS**, all actions required by all applicable law with respect to the proposed Agreement have been taken in an appropriate and timely manner; and

**WHEREAS**, the Agreement would further the goals of the Implementation Plan by providing for the provision of improvements and the provision of new affordable housing as provided in the Agreement; and

**WHEREAS**, the Agency and the City Council have duly considered all of the terms and conditions of the proposed Agreement and believes that the redevelopment of the Site pursuant to the Agreement is in the best interests of the City of Moreno Valley and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE**, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES RESOLVE AS FOLLOWS:

**Section 1.** The Agency hereby finds that the use of funds from the Agency's Low and Moderate Income Housing Fund pursuant to the Agreement will be of benefit to the Project Area for the reasons set forth above.

**Section 2.** The Agency finds and determines that the Project (as described in the Agreement) is not a “low rent housing project” within the meaning of Article XXXIV of the State Constitution, and that the assistance to be provided pursuant to the Agreement does not constitute development, construction or acquisition of a low-rent housing project within the meaning of Article XXXIV of the State Constitution. The Agency further determines that this resolution shall constitute a final approval of a proposal which may result in housing assistance benefiting persons of low income, within the meaning of Health and Safety Code Section 36005 and that, for the purposes of such enactment, the construction of improvements is sufficiently complete that improvements thereon constitute existing units.

**Section 3.** The Agency finds and determines that, based upon substantial evidence provided in the record before it, the level of support provided under the Agreement is reasonable and necessary.

**Section 4.** The Agency finds and determines that, based upon substantial evidence provided in the record before it, that an economically feasible alternative method of financing or assisting the Development on substantially comparable terms and conditions, but without subordination (to the extent provided in the Agreement), is not available, and the Agreement provides for written commitments reasonably designed to protect the Agency’s investment in the event of default, such as: (i) the right of the Agency to cure the default; and (ii) a right of the Agency to purchase the Site at any time after a default on the corresponding loan.

**Section 5.** The Agency hereby finds and determines that the Agreement will further the implementation of the Redevelopment Plan and the Implementation Plan by providing for the construction of new, affordable housing subject to long-term covenants.

**Section 6.** The Agency hereby approves the Agreement in substantially the form presented to the Agency, subject to such revisions as may be made by the Executive Director of the Agency or his designee. The Executive Director of the Agency is hereby authorized to execute the Agreement (including without limitation all attachments thereto) on behalf of the Agency. A copy of the Agreement when executed by the Agency shall be placed on file in the office of the Secretary of the Agency.

**Section 7.** The Executive Director of the Agency (or his designee) is hereby authorized, on behalf of the Agency, to make revisions to the Agreement which do not materially or substantially increase the Agency’s obligations thereunder or materially or substantially change the uses or development permitted on the Site, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Agreement and to administer the Agency’s obligations, responsibilities and duties to be performed under the Agreement and related documents.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor of the City of Moreno Valley,  
Acting in the capacity of Chairperson of the  
Community Redevelopment Agency of the  
City of Moreno Valley

ATTEST:

\_\_\_\_\_  
City Clerk, acting in the capacity of  
Secretary of the Community  
Redevelopment Agency of the  
City of Moreno Valley

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, acting in the capacity  
of General Counsel of the Community  
Redevelopment Agency of the  
City of Moreno Valley

RESOLUTION JURAT

[Clerk's office will prepare]

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

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**AFFORDABLE HOUSING AGREEMENT**

**by and between the**

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF  
MORENO VALLEY**

**and**

**MV HEMLOCK LIMITED PARTNERSHIP, a California limited  
partnership**

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ATTACHMENT NO. 16	AFFORDABILITY RESTRICTION NOTICE

## AFFORDABLE HOUSING AGREEMENT

**THIS AFFORDABLE HOUSING AGREEMENT** (the “Agreement”), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (“Agency”), and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (the “Participant”).

### R E C I T A L S

**A.** Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the “Redevelopment Law”).

**B.** The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the “Project”) was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the “Redevelopment Plan”). The redevelopment project area for the Redevelopment Plan as so amended constitutes the “Project Area.”

**C.** The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the “Community Redevelopment Law”), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

**D.** The Participant is experienced in the development and operation of affordable multi-family housing in California.

**E.** Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the “Site”) located in the City of Moreno Valley and within the Project Area of the Agency’s Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to “Very Low Income Households” and “Lower Income Households,” all at “Affordable Rent” and at the “Prescribed Rent Levels,” as those terms are defined below. Such development is intended to implement the Agency’s goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

**F.** Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* (“4% Tax Credits”).

**G.** The Participant has proposed to enter into this Agreement with the Agency under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at “Affordable Rent” and at the “Prescribed Rent Levels” throughout the “Required Covenant Period” (as defined below). Those undertakings of the

Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

**H.** Under this Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from “Residual Receipts” under the “Agency Note” as defined hereunder. Payment is further evidenced as the obligation to pay “Residual Receipts Note Payments” under the “Agency Deed of Trust” as defined below. The Participant will further provide to the Agency the “Agency Deed of Trust,” to be recorded against the Site to secure payments under the Agency Note.

**I.** This Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms.** As used in this Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

“**Affiliated Person**” or “**Affiliate**” means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

“**Affordability Period**” means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

“**Affordability Restriction Notice**” means Attachment No. 16 to this Agreement.

“**Affordable Rent**” has the following meaning: For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the Unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the Unit. “Household size appropriate to the Unit,” as used herein, shall mean two persons for each one-bedroom Unit (if any), three persons for each two bedroom Unit and four persons for each three bedroom Unit. The maximum monthly rental amount of the Units shall be adjusted annually by the formula set forth above upon the promulgation of revised Riverside-San Bernardino Primary Metropolitan Statistical Area median income figures by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent a cost not in excess of the lesser of (i) that rent which

may be charged the applicable household pursuant to Section 50053 of the California Health and Safety Code and (ii) the limits as set forth in this Agreement.

“**Agency**” means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

“**Agency Allocable Percentage**” means: (i) until the HOME Amount and interest thereon has been repaid, forty-two percent (42%); the City is to receive six and sixty-seven one hundredths percent (8%), leaving fifty percent (50.00%) for the Participant. The foregoing percentages are subject to adjustment based upon the final amount infused by the City and as may otherwise be agreed by the parties to this Agreement; and (ii) after the HOME Amount and interest thereon has been repaid, fifty percent (50%) to the Agency, leaving fifty percent (50%) for the Participant.

“**Agency Deed of Trust**” means Attachment No. 12 to this Agreement.

“**Agency Disbursement Amount**” means an amount equal to the lesser of (i) the sum of Eighty-One Thousand Eight Hundred Eighteen Dollars and eighteen cents (\$81,818.18) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Six Million Three Hundred Thousand Dollars (\$6,300,000).

“**Agency Loan**” means a loan by the Agency as evidenced by the Agency Note.

“**Agency Note**” means Attachment No. 11 to this Agreement.

“**Agency Participant CC&Rs**” or “**Regulatory Agreement**” means Attachment No. 9 to this Agreement.

“**Agreement**” is defined in the first paragraph hereof.

“**Annual Financial Statement and Residual Receipts Report**” means the certified financial statement of Participant for the Development using generally accepted accounting principles (“GAAP”), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant’s expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

“**Annual Project Revenue**” means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation,

leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

**“Applicable Interest Rate”** means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

**“Application for Disbursement”** is defined in Section 4.16 hereof.

**“Approved Construction and/or Permanent Lender”** means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

**“Area”** means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

**“Bank Deed of Trust”** means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

**“Basic Concept Drawings”** is defined in Section 4.2.1 hereof.

**“Bond Counsel”** means Orrick, Herrington and Sutcliffe.

**“Bond Rules”** means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.



“**Bonds**” means multifamily conduit revenue bonds issued in connection with the Development by CSCDA.

“**Bond Regulatory Agreement**” means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

“**Building Permit**” means the building permit(s) issued by the City and required for the Improvements.

“**Calculation of Affordable Rents**” means Attachment No. 5 to this Agreement.

“**CDLAC**” means the California Debt Limit Allocation Committee.

“**Capital Replacement Reserve**” means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

“**Certificate of Completion**” means Attachment No. 8 to this Agreement.

“**Certificate of Continuing Program Compliance**” means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the Agency, which Certificate shall be substantially in the form attached hereto as Attachment No. 4.

“**Chargeable Fees and Reserves**” means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

“**City**” means the City of Moreno Valley, California, a municipal corporation.

“**City Code**” means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

“**City Covenants**” means an instrument in the form of Attachment No. 15. The City Covenants include the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to the Permanent Lender deeds of trust. A copy of the City Covenants is on file in draft form with the City’s Community Development Department.

“**Closing**” means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the Primary Construction Loan and the Agency Participant CC&Rs.

“**Closing Deadline**” means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

“**Conditions Precedent to Disbursement of Agency Disbursement Amount**” are set forth in Section 3.1.

“**County**” means the County of Riverside, California.

“**CSCDA**” means the California Statewide Communities Development Authority.

**“Date of Agreement”** means June 21, 2011.

**“Debt Service”** means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

**“Default”** is defined in Section 7.1 hereof.

**“Deferred Developer Fee Portion”** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

**“Developer Fee”** means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under this Agreement.

**“Development”** means the new apartment complex and associated improvements as required by this Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the HOME Agreement and the Tax Credit Regulatory Agreement.

**“Escrow Holder”** means the holder of the Escrow for the recordation of the Agency Participant CC&Rs, which shall be First American Title or another escrow holder mutually acceptable to the Agency and the Participant.

**“Event of Default”** has the meaning set forth in Section 7.1.

**“Executive Director”** means the Executive Director of the Agency or his designee or delegate.

**“Financing Assumptions”** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under this Agreement and do not otherwise constitute a part of this Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this Agreement.

**“Gross Revenues”** means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with this Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

**“Hazardous Materials”** means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

**“HOME Agreement”** means an agreement between the City and the Participant in form reasonably acceptable to the Executive Director under which the HOME Amount is made available to defray a portion of the cost of construction of the Improvements.

**“HOME Amount”** means the approximate sum of One Million Dollars (\$1,200,000).

**“HOME Program”** means a program operated by the City to assist the provision of affordable housing in conformance with the HOME Regulations.

**“HOME Regulations”** means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

**“HOME Requirements”** means limitations on household income and/or household size as established by the HOME Regulations.

**“HCD”** means the Housing and Community Development Department of the State of California.

**“Housing Rent”** means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

**“Improvements”** means all of the improvements described in or referenced in the Scope of Development.

**“Income Verification”** means Attachment No. 10 to this Agreement.

**“Legal Description of the Site”** means Attachment No. 2 to this Agreement.

**“Low Income Households” or “Lower Income Households”** means households earning not greater than sixty percent (60%) of Median Income.

**“Low Income Unit” or “Lower Income Unit”** means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

**“Maturity Date”** means the fifty-eighth (58<sup>th</sup>) anniversary of the July 1<sup>st</sup> first following the Date of Agreement (namely, July 1, 2066).

**“Median Income”** means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

**“Memorandum of Agreement”** means a memorandum of agreement in the form of Attachment No. 13 to this Agreement.

**“Notice”** means a notice in the form prescribed by Section 8.2 hereof.

**“Operating Expenses”** means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant’s approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development’s site management staff; a management fee (“Management Fee”) (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant’s partnership agreement in effect on the date of commencement of construction of the Development (“Partnership Agreement”); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the

Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to this Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

**“Operating Reserve”** means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant’s lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

**“Operating Year”** means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

**“Participant”** means MV Hemlock Limited Partnership, a California limited partnership.

**“Participant Certificate”** means a certificate in the form of Attachment No. 14 hereto.

**“Permitted Senior Lien”** means a loan or loans in favor of an institutional lender or lenders approved by the Agency, in an amount not to exceed the estimated cost of the Improvements not funded by the Agency Disbursement Amount or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

**“Prescribed Rent Levels and Tenant Mix”** means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed

subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

**“Primary Construction Loan”** means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to this Agreement.

**“Primary Permanent Loan”** means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and outstanding development costs.

**“Principals”** means, for purposes of this Agreement, each of: James M. Jernigan, Rancho Belago Developers, Inc., a California corporation, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

**“Project Documents”** means, collectively, this Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Agreement, the Memorandum of Agreement, all other Attachments to this Agreement, and any other agreement, document, or instrument that Agency requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

**“Redevelopment Plan”** is defined in Section 1.5 hereof.

**“Related Entity”** means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

**“Reporting Amounts”** means the sum of Two Hundred Fifty Hundred Dollars (\$250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code.

**“Request for Notice of Default”** means Attachment No. 6.

**“Required Affordable Units”** means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

**“Required Covenant Period”** means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

**“Residual Receipts”** for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by this Agreement and made during the corresponding Operating Year (iii) payments made

for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of this Agreement, by the Agency. Provided that the written approval of the Executive Director is first obtained (which may be given or withheld at the Executive Director's discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

**“Residual Receipts Note Payments”** or **“Note Payments”** means all payments required to be made pursuant to the Agency Note.

**“Schedule of Performance”** means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Participant is to perform certain obligations under this Agreement.

**“Scope of Development”** means Attachment No. 7 to this Agreement.

**“Site”** means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

**“Site Map”** means Attachment No. 1 to this Agreement.

**“Site Value”** means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000).

**“Stabilized Occupancy”** means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

**“Tax Credit Deadline”** means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

**“TCAC”** means the Tax Credit Allocation Committee of the State of California.

**“Tax Credit Regulatory Agreement”** means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

**“Tax Credit Rules”** means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

**“Tax Credits”** or **“4% Tax Credits”** means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

**“Title Company”** shall be First American Title or another title insurer mutually acceptable to the Agency and the Participant.

“Unit” means each of the seventy-eight (78) dwelling units required to be developed by the Participant under this Agreement.

“Very Low Income Households” means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

“Very Low Income Unit” means a Unit occupied at Affordable Rent by a Very Low Income Household.

“Year” means a calendar year.

**1.2 Singular and Plural Terms.** Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

**1.3 References and Other Terms.** Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include) without limitation.”

**1.4 Exhibits Incorporated.** All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

**1.5 The Redevelopment Plan.** The Redevelopment Plan for the Moreno Valley Redevelopment Project (the “Redevelopment Project”) was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the “Project Area.” The use of the Site for affordable housing purposes under this Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement.

**1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions.** Participant represents and warrants to Agency as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Participant has been fully authorized by all requisite actions on the part of the Participant. The parties who have executed this Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.



(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits.** Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this Agreement, the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the HOME Agreement, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under this Agreement.

Until the recording of the City Covenants and/or Agency Participant CC&Rs, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to Agency. Such exception(s) to a representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which Agency shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If Agency elects to proceed with the recording of the Agency Participant CC&Rs and/or the City Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the

recording of each of the Agency Participant CC&Rs, the City Covenants, and any instruments required to be recorded under the HOME Agreement, subject to such exception(s).

## **2. SITE CONTROL; PARTICIPANT PAYMENTS**

### **2.1 Ownership of the Site; Obligation to Develop and Operate.**

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to this Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to this Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the Agency Disbursement Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this Agreement and shall make all Residual Receipts Note Payments, and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs throughout the Required Covenant Period.

**2.2 Participant Payments.** The Agency Note provides for the Participant to make payments to the Agency, which obligation is further evidenced by the Agency Note. Excepting for amounts payable to the Agency pursuant to Section 3.3 of this Agreement (which amounts shall be payable as therein provided), amounts payable to the Agency shall be paid in accordance with the terms of the Agency Note.

**3. THE AGENCY DISBURSEMENT AMOUNT; PAYMENTS UNDER THE AGENCY NOTE**

**3.1 Agency's Conditions to Disbursement of the Agency Disbursement Amount.** The Agency shall not disburse any portion of the Agency Disbursement Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, any instruments required to be recorded under the HOME Agreement, and the Affordability Restriction Notice have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to Agency that the Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 hereof. In the event Participant obtains a loan or financing for the construction of the Development, such construction loan or financing for the Development shall be ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1, shall be immediately available for use in constructing the Improvements.

(d) **Allocation of 4% Tax Credits.** TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance.** Participant shall have obtained at its expense and caused to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Amount) showing a lien position conforming to this Agreement.

(f) **Land Use Entitlements; City Covenants.** Participant shall have obtained City and the Agency approval of the basic concept drawings and design development drawings, and shall have received all land use entitlements for the Development (but for payment of fees associated therewith) from the City, including conditional use permit(s) or variance(s), if required, and including approval of all documentation, studies, and other reports required by the California Environmental Quality Act and the National Environmental Policy Act, as applicable.

(g) **Construction Contract.** Agency hereby approves SBI Builders, Inc. as the Participant's general contractor. Upon award of the construction contract, Participant shall provide to the Agency a signed copy of a fixed-price contract or a not-to-exceed contract between the Participant and the general contractor for the construction of the Development, certified by the Participant to be a true and correct copy thereof, and Executive Director shall have approved such

contractor, and the construction contract. The parties acknowledge that the principals of the contractor are or may be Related Parties to the Participant. However, nothing contained in this subsection (e) shall be deemed to create any responsibility or liability on the part of Agency for selection of the contractor(s) of for construction of the Improvements, the Participant being solely responsible for such activities.

(h) **Payment, Performance and Completion Bonds.** Participant shall have obtained payment bonds and performance and completion bonds for off-site improvements as may be required by City in connection with the development of the Site, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(i) **Confirmation by Lender Concerning Disbursements.** The Agency shall have received written confirmation from a reasonably acceptable construction lender that such lender agrees to cause the disbursement of funds consistent with Section 4.16 of this Agreement or that such construction lender acknowledges that the disbursement of the Agency Disbursement Amount will be accomplished by Agency in the manner described in Section 4.16 of this Agreement.

(j) **Participant Certification.** Agency shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate signed by an officer of Participant) to such effect.

(k) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(l) **Occupancy of Required Affordable Units.** The Required Affordable Units shall be occupied in accordance with this Agreement.

(m) **Representations and Warranties.** The representations and warranties of Participant contained in this Agreement shall be correct as of the request for disbursement of the Agency Disbursement Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate signed by an officer of Participant.

(n) **No Default.** No Event of Default by Participant shall have occurred under this Agreement or the HOME Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under this Agreement or the HOME Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to Agency's obligations hereunder, are for Agency's benefit only and Executive Director may waive all or any part of such rights by written notice to Participant. If Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, Agency may, upon ten (10) days' written notification, terminate this Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of

Agency and is to be memorialized by written notice to the Participant stating that this Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

**3.2 Agency Disbursement Amount.** Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the Agency Disbursement Amount. Disbursement of the Agency Disbursement Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this Agreement. The Agency Disbursement Amount is being disbursed as a loan, all of the Agency Disbursement Amount to be repaid from Residual Receipts as set forth in the Agency Note. The Agency Note shall be secured by the Agency Deed of Trust. The Agency Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to liens securing repayment of the Primary Construction Loan, the Primary Permanent Loan and amounts loaned by the City under the HOME Agreement.

**3.3 Agency Note; Submittal of Annual Financial Statement and Residual Receipts Reports.** The Participant shall, prior to disbursement of any of the Agency Disbursement Amount by Agency, execute and deliver to Agency the Agency Note, and shall additionally execute and cause to be recorded as to the Site the Agency Deed of Trust and the Memorandum of Agreement. The Participant shall make all payments as provided under the Agency Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the Agency. Such submittals shall continue until the Agency Note has been satisfied and the Agency Deed of Trust reconveyed.

**3.3.1 Residual Receipts Report.** Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the Agency a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the Agency.

**3.3.2 Annual Financial Statement.** Participant shall also annually submit to the Agency, on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

**3.3.3 Prepayment.** The Agency Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

**3.3.4 Assumption.** The Agency Note shall not be assumable by successors and assigns of Participant without the prior written consent of the Agency pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the Agency).

**3.3.5 Security for the Agency Loan.** The Agency Note shall be secured by the Agency Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The Agency Deed of Trust securing the Agency Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The Agency Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, except the approved Primary Loan, the loan by the City under the HOME Agreement, and such other loan(s) as may be approved by the Agency pursuant to Section 4.15 hereof.

#### **4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING**

**4.1 Scope of Development.** The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

#### **4.2 Design Review.**

**4.2.1 Participant Submissions.** Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted "Basic Concept Drawings" for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the "Design Development Drawings") which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City's disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

**4.2.2 City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City's approval of any or all of the Design Development Drawings or to limit or affect the City's review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

**4.2.3 Revisions.** Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

**4.2.4 Defects in Plans.** The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design

Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

**4.2.5 Land Use Approvals.** Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

**4.3 Time of Performance; Progress Reports.** The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

**4.4 Cost of Construction.** The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; excepting for the disbursement by Agency of the Agency Disbursement Amount by the Agency as provided herein. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

**4.5 Insurance Requirements.** Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by Agency, the following policies of insurance in form and substance reasonably satisfactory to Agency:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning,

windstorm, vandalism, malicious mischief and all other risks normally covered by “all risk” coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000 for “single occurrence;” and

(e) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to Agency. The policies required under subparagraphs (b) and (c) shall include a “lender’s loss payable endorsement” (Form 438BFU) in form and substance satisfactory to Agency, showing Agency as an additional insured and loss payee. Agency shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which Agency has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by Agency) shall be delivered to Agency from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars (\$10,000.00) unless approved in writing by the Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder’s rating of A or better in the most recent edition of “Best’s Key Rating Guide—Property and Casualty.” The required certificate shall be furnished by Participant at the time set forth herein.

**4.5.2 Waiver of Subrogation.** Participant hereby waives all rights to recover against Agency (or any officer, employee, agent or representative of Agency) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

**4.6 Obligation to Repair and Restore Damage Due to Casualty.** If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete



the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with this Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Participant, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Participant will be entitled to all insurance proceeds after paying to Agency from such proceeds an amount equal to any assistance expended by Agency but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the Agency may pursue remedies of its choosing under this Agreement, including without limitation termination.

**4.7 Indemnity.** Participant shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the “Indemnitees”) from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys’ fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the Agency Disbursement Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the Agency with respect to the consequences of any act of gross negligence or willful misconduct of the Agency. Participant’s obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement and the City Covenants.

The Participant shall reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the Agency’s commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the Agency is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the Agency, provided that Agency gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Agreement or the City Covenants.

The Participant shall indemnify the Agency from any real estate commissions or brokerage fees which may arise from this Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the Agency harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold Agency harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by Agency (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the Agency shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the Agency shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or HOME moneys. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

**4.8 Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for

the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8.

**4.9 Compliance With Laws.** Participant shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* and the HOME Regulations. Participant, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the “Prevailing Wage Law”) with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Although the Participant has informed the Agency and the parties believe that the Prevailing Wage Law is not applicable herein the only funds being provided by the Agency hereunder are from the Agency’s Low and Moderate Income Housing Fund and thus under the exceptions set forth in Labor Code Section 1720(c)(6)(E), Participant shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Participant hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Participant’s acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Participant shall comply with the Tax Credit Regulatory Agreement, the HOME Agreement and the City Covenants.

Without limitation as to Section 4.7 of this Agreement, Participant shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Participant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Participant

shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Participant.

**4.10 Nondiscrimination in Employment.** Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

**4.11 Taxes and Assessments.** Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

**4.12 Liens and Stop Notices.** Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

- (a) pay and discharge the same; or
- (b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or
- (c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

**4.13 Certificate of Completion.** Promptly after completion of the Improvements in conformity with this Agreement, Agency shall furnish the Participant with a Certificate of Completion substantially in the form of Attachment No. 8. Agency shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. If Agency refuses or fails to furnish a Certificate of Completion after written request from Participant, Agency shall, within fifteen (15) days of receipt of written request therefor, provide Participant with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the actions Participant must take to obtain the Certificate of Completion. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

**4.14 Further Assurances.** Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Agency all documents, and take all actions, reasonably required by Agency from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

**4.15 Financing of the Improvements.**

**4.15.1 Approval of Financing.** As required herein and as an Agency Condition Precedent to the disbursement of the Agency Disbursement Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement (“Proof of Financing Commitments”).

The Agency shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, and are otherwise reasonable and customary. Such consent may be included in an “Inter-Creditor Agreement” in connection with which the Agency will agree to subordinate, for the benefit of such lender, the obligation to make payments which become due under the Agency Note in the event such lender should acquire the Participant’s interest in the Site upon foreclosure by such lender. If Agency shall disapprove any evidence of financing, Agency shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to Agency new evidence of financing. Agency shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to Agency. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this Agreement shall be subject to termination by the Agency. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the Agency pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners' investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders' reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the Agency as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

**4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development.** Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the Agency's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the Executive Director upon request and which set forth such costs, unless the written approval of the Executive Director is first obtained. The Participant shall notify the Agency in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, Agency agrees to subordinate the Agency Deed of Trust, Memorandum of Agreement, the City Covenants and the Affordability Restriction Notice and to the extent provided in Section 4.15.7, the Agency Participant CC&Rs and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the Agency to cure. The Agency authorizes the Executive Director to execute such instruments on behalf of the Agency without necessity of further action by the governing board of the Agency.

**4.15.3 Holder Not Obligated to Construct Improvements.** The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall

not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

**4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.**

With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the Agency may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the Agency by written agreement reasonably satisfactory to the Agency. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. Any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of this Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The Executive Director is authorized to consent, on behalf of the Agency, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of Agency's legal and staff costs associated therewith, using those charges customarily applied by the Agency's contract attorneys and Agency staff where billing is to private clients.

**4.15.5 Failure of Holder to Complete Improvements.** In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from Agency of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the Agency may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership

of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the Agency, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
- (c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;
- (d) The costs of any improvements made by such holder;
- (e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and
- (f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an Inter-Creditor Agreement, and in addition shall supplement and not limit the Agency's rights under the Agency Participant CC&Rs or by operation of law.

**4.15.6 Right of the Agency to Cure Mortgage or Deed of Trust Default.** In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to Agency a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the Agency shall have the right but no obligation to cure the default. In such event, the Agency shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the Agency in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the Agency and the Agency shall have not less than sixty (60) days following receipt by Agency of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under the Agreement.



**4.15.7 Limited Subordination of Covenants.** It is contemplated that financing for the Development will be provided from funds of the Participant, the Agency Disbursement Amount, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the Agency agrees to the subordination of the Agency Deed of Trust and those provisions of the Agency Participant CC&Rs and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in the Inter-Creditor Agreement (which shall include rights of the Agency to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, or the loan of the HOME Amount under the HOME Agreement, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the Executive Director of the Agency, without further approval(s).

**4.16 Mechanics of Disbursement of Agency Disbursement Amount.**

**4.16.1** Provided that the Conditions Precedent to Disbursement have first been satisfied, the Agency shall make available to the Participant the Agency Disbursement Amount as follows:

- (a) Five Million Three Hundred Thousand Dollars (\$5,300,000) concurrently with the closing of the Primary Construction Loan;
- (b) Eight Hundred Thousand Dollars (\$800,000) concurrently with the closing of the Primary Permanent Loan; and
- (c) Two Hundred Thousand Dollars (\$200,000) on the first (1<sup>st</sup>) anniversary of the closing of the Primary Permanent Loan.

**4.16.2** Excepting only for the Agency Disbursement Amount, the Participant assumes all responsibility for any and all costs to develop the Development. All amounts disbursed by the Agency to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

**4.16.3** The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any

consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

**4.17 Establishment and Maintenance of Accounts.** Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to Agency, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to Agency on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the Agency, to the computation and verification of the all payments due by Participant under this Agreement (including without limitation under the Agency Note and the Agency CC&Rs), including without limitation a certified financial audit for the Participant each Year until the Agency Note has been fully satisfied; if the Agency has reasonable cause to believe there has been an under-reporting, or otherwise at the Agency's discretion, the Agency may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the Agency and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the Agency. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to Agency for the corresponding year, the Participant shall reimburse the Agency for the cost of the audit).

## **5. COVENANTS AND RESTRICTIONS.**

**5.1 Use Covenants.** Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Agreement, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

## **5.2 Affordable Housing Requirements.**

**5.2.1 Number of Affordable Units.** Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this Agreement. An example of the calculation of Affordable Rent for the Units is attached hereto as Attachment No. 7 and incorporated herein. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

**5.2.2 Duration of Affordability Requirements.** The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

**5.2.3 Selection of Tenants.** Participant shall be responsible for the selection of tenants for the Required Affordable Units in compliance with the criteria set forth in Section 5.3 of this Agreement and consistent with the Prescribed Rent levels and Tenant Mix. To the greatest extent legally allowable, preference will be afforded residents of the City and their relatives. No Units shall be restricted on the basis of age.

**5.2.4 Income of Tenants.** Each tenant shall be a Very Low Income Household or Lower Income Household (as prescribed in accordance with the Prescribed Rent Levels and Tenant Mix) which meets the eligibility requirements established for the corresponding Required Affordable Unit, and Participant shall obtain a certification from each tenant renting or leasing each housing unit which substantiates such fact. Participant shall verify the income certification of each tenant as set forth in Section 5.3 hereof. Prior to the rental of any housing unit on the Site to a tenant, and annually thereafter, the Participant shall submit to Agency or its designee, at Participant's expense, a completed income computation and certification form, in a form to be provided by Agency.

**5.2.5 Determination of Affordable Rent for the Housing Units.** Each Required Affordable Unit shall be rented at an "Affordable Rent" to be established as provided herein: the maximum monthly rental amount for the Required Affordable Units to be rented to:

(a) Very Low Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement;

(b) Lower Income Households shall be established at one-twelfth (1/12) of thirty percent (30%) of fifty percent (60%) of Median Income for the Area for a household of a size appropriate to the housing unit, or, if lower, the maximum rent for such unit as determined under the Regulatory Agreement; and

“Household size appropriate to the Unit,” for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: an amount equal to the number of bedrooms in the unit plus one (i.e., for a one-bedroom unit, 2 people; for a two-bedroom unit, three people); provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of HCD. Actual rent charged may be less than such maximum rent.

Notwithstanding the foregoing portion of this Section 5.2.5, the Participant agrees that rents shall not exceed the Prescribed Rent Levels. Participant acknowledges that such Prescribed Rent Levels will further diminish rents from the Development.

### **5.2.6 Relationship to Tax Credit Requirements and HOME Requirements.**

Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the “Tax Credit Regulatory Agreement”) or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements shall control and the Participant’s compliance therewith shall not be a default hereunder.

### **5.3 Verifications.**

**5.3.1 Income Verification.** Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

**5.3.2 Annual Reports.** Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant’s executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development (“Annual Financial Report”). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant’s submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

**5.4 Maintenance of Site.** Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

**5.5 Nondiscrimination Covenants.** Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. The foregoing covenants shall run with the land.

Participant shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

**In deeds:** “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any

person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

**In leases:** “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

**In contracts:** “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

**5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction.** Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided, without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. Agency shall have the right, if the Agreement or any covenants in any agreement pursuant to this Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Agreement are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and such covenants may be entitled.

## **6. PARTICIPANT’S GENERAL REPRESENTATIONS AND WARRANTIES.**

As a material inducement to Agency to enter into this Agreement, Participant represents and warrants to Agency that:

**6.1 Formation, Qualification and Compliance.** Participant (a) is a California corporation validly existing and in good standing under the laws of the State of California; (b) has all

requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the Agency in this Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant's best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant's best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the Agency in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

**6.2 Execution and Performance of Project Documents.** Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

**6.3 Covenant Not to Transfer Except in Conformity.** Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the Executive Director, which consent may be granted or refused in the Executive Director's sole and absolute discretion; except Agency shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at Agency's option, be void. A change in ownership of the Participant resulting in the entities executing this Agreement on behalf of Participant retaining less than fifty-one percent (51%) ownership of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering into this Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource.

## **7. DEFAULTS, REMEDIES, AND TERMINATION.**

**7.1 Default Remedies.** Subject to the extensions of time set forth in Section 7.10 of this Agreement, failure by either party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

**7.2 Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

**7.3 Termination by the Participant.** The Participant shall have no right to terminate this Agreement.

**7.4 Termination by Agency.** In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

**7.4.1** Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the HOME Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

**7.4.2** The Participant fails to enter into the HOME Agreement with the City under which the City commits to disburse the HOME Amount to defray a portion of the cost of construction of the Improvements; or

**7.4.3** Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this Agreement;

**7.4.4** One or more of the Conditions Precedent to Disbursement of the Agency Disbursement Amount has not been satisfied;

**7.4.5** Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Agreement or the Memorandum of Agreement;

**7.4.6** The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

**7.4.7** Participant is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;



then this Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of the Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this Agreement by Agency to the Participant and thereafter this Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

**7.5 Acceptance of Service of Process.** In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

**7.6 Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

**7.7 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**7.8 Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

**7.9 Modification of Agency Participant CC&Rs.** In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs set forth as Attachment No. 9 and the City Covenants set forth as Attachment No. 15 hereto, then, from time to time upon receipt of request therefor from the Executive Director, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs and the City Covenants; such request(s) by the Executive Director can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs or the City Covenants have been recorded.

**7.10 Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the

mutual agreement of Agency and Participant. The Agency Executive Director shall have the authority to approve extensions on behalf of Agency to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide the Owner/Agency Indemnity or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

**7.11 Limitation Upon Transfer.** The qualifications and identity of the Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has entered into this Agreement with the Participant. For the period commencing upon the date of this Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to Occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

**7.11.1 Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, the Agency shall not unreasonably withhold its approval of an assignment of this Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to Agency including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant the Obligations of this Agreement.

**7.11.2 Agency Consideration of Requested Transfer.** Agency agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Housing Units in conformity with this Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to Agency requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Agreement remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to

flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable Agency to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by Agency. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the Agency to receive compensation (in connection with such transfer to tax credit investors). Agency shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which Agency reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to Agency's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the Agency pursuant to this Agreement, the Participant shall remain liable for performance pursuant to this Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require Agency/Executive Director approval, Agency shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, Agency reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to Agency such further information as may be reasonably requested.

**7.11.3 Successors and Assigns.** All of the terms, covenants and conditions of this Agreement shall be binding upon the Participant and its permitted successors and assigns. Whenever the term "Participant" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the Agency will not unreasonably withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this Agreement and the transferee agrees to be bound by all executory provisions of this Agreement.

**7.11.4 Assignment by Agency.** Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that Agency may assign or transfer any of its interests hereunder to the City at any time without the consent of the Participant.

**7.12 Non-Liability of Officials and Employees of Agency.** No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this Agreement.

**7.13 Relationship Between Agency and Participant.** It is hereby acknowledged that the relationship among the Agency and Participant is not that of a partnership or joint venture and that Agency and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

**7.14 Agency and City Approvals and Actions.** Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

**7.15 Real Estate Brokers.** Agency and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

**7.16 Attorneys' Fees.** In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

**8. MISCELLANEOUS**

**8.1 Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of Agency to Participant, or any other claim by Participant against Agency, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

**8.2 Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant: MV Hemlock Limited Partnership  
Attention: James M. Jernigan  
5051 Canyon Crest Drive, Suite 104  
Riverside, California 92507  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

with copy (the mailing  
of which shall not  
constitute notice to  
Participant) to:

Goldfarb and Lipman, LLP  
Attention: Robert C. Mills  
1300 Clay Street, 11<sup>th</sup> Floor  
Oakland, California 94612

If to Agency: Community Redevelopment Agency of the  
City of Moreno Valley

14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Executive Director

with copy (the mailing  
of which shall not  
constitute notice to  
Agency) to:

Stradling Yocca Carlson & Rauth  
Attention: Mark J. Huebsch  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660  
Telephone: (949) 725-4167  
Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

**8.3 Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency notwithstanding any investigation made by Agency.

**8.4 No Third Parties Benefited Except for City.** This Agreement is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement. Participant acknowledges that, notwithstanding the foregoing portion of this Section 8.4, pursuant to AB 987 and the amendments to Health and Safety Code Section 33334.3 made effective as of January 1, 2008 by that bill, violations of the covenants, conditions and restrictions relating to affordable housing contained in the Agency Participant CC&Rs may now be enforceable not only by the Agency and the City, but also by each of the persons and/or entities listed in Section 33334.3(f)(7) of the Health and Safety Code, specifically (1) residents of affordable units subject to covenants recorded pursuant to Health and Safety Code Section 33334.3(f)(1) (each, a "Covenanted Unit"), (2) the most recent former residents of such a Covenanted Unit, (3) applicants that are Lower Income Households and Very Low Income Households that are denied occupancy of such a Covenanted Unit, and (4) persons that are Lower Income Households or Very Low Income Households and who are on a waiting list for occupancy of such a Covenanted Unit. Nothing in this Section 8.4 or this Agreement (including the Attachments hereto) is intended to provide an enforcement right to any person or entity not specifically made an intended third party beneficiary of this Agreement; any such third party shall be limited in their right to enforce affordability restrictions to the extent provided by Health and Safety Code Section 33334.3(f).

**8.5 Binding Effect; Assignment of Obligations.** This Agreement shall bind, and shall inure to the benefit of, Participant and Agency and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the

prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion. Any such assignment without such consent shall, at Agency's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that Agency relied upon Participant's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

**8.6 Counterparts.** Provided that the written approval of the Executive Director is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

**8.7 Prior Agreements; Amendments; Consents.** This Agreement (together with the other Project Documents) contains the entire agreement between Agency and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 45 and Attachments 1 through 16, which constitutes the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the Agency and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the Agency and the Participant.

**8.8 Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as Agency may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Participant also waives any objection regarding personal or in rem jurisdiction or venue.

**8.9 Severability of Provisions.** No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all pro-visions of the Project Documents are hereby declared to be severable.

**8.10 Headings.** Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

**8.11 Conflicts.** In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with

respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

**8.12 Time of the Essence.** Time is of the essence of all of the Project Documents.

**8.13 Conflict of Interest.** No member, official or employee of Agency shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

**8.14 Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

**PARTICIPANT:**

**MV HEMLOCK LIMITED PARTNERSHIP**,  
a California limited partnership

By: Rancho Belago Developers, Inc.,  
a California corporation, its  
administrative general partner

\_\_\_\_\_  
By: James M. Jernigan,  
Its: President

**AGENCY:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY**, a public  
body, corporate and politic

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Agency Secretary





**ATTACHMENT NO. 2**  
**LEGAL DESCRIPTION OF THE SITE**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

**ATTACHMENT NO. 3**  
**SCHEDULE OF PERFORMANCE**

For the purposes of this Schedule of Performance, the “Date of Agreement” is June 21, 2011. The Executive Director may extend by not more than ninety (90) days the time under this Schedule of Performance by which any obligation of Participant shall be performed.

- |   |  |
|---|--|
| 1. <u>Satisfaction of Conditions Precedent to Disbursement of Agency Disbursement Amount.</u> Participant shall satisfy the Conditions Precedent to Disbursement of Agency Disbursement Amount. | Not later than the Closing Deadline.   |
| 2. <u>Recording.</u> The Agency CC&Rs, and Memorandum of Agreement are recorded.  | On or before the Closing Deadline.   |
| 3. <u>TCAC Approval.</u> The Participant shall have obtained a preliminary reservation of tax credits by TCAC.  | On or before September 30, 2011.   |
| 4. <u>Commencement of Construction.</u> The Participant shall have commenced construction of the Improvements.  | On or before December 30, 2011.  |
| 5. <u>Completion of Construction.</u> Participant shall complete construction of the Improvements.  | Within fourteen (14) months after the earlier of (i) the commencement of construction or (ii) the time established in this Schedule of Performance for the commencement of construction. |
| 6. <u>Rental Units Occupied.</u> Participant causes the Required Affordable Units to be occupied using the Prescribed Rent Levels in conformity with the Agreement.                             | Within one hundred twenty (120) days after the earlier of (i) completion of construction or (ii) the time established for completion of construction in this Schedule of Performance.    |

ATTACHMENT NO. 4

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Executive Director

The undersigned, \_\_\_\_\_, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), hereby represents and warrants that:

1. He has read and is thoroughly familiar with the provisions of the Affordable Housing Agreement (the "AHA") by and between the Agency and the Participant dated as of June 21, 2011, including without limitation the Agency Participant CC&Rs and other attachments thereto. Capitalized terms used herein shall have the same meaning as that set forth in the AHA; and

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Very Low Income Households at Affordable Rent; (ii) are currently occupied by Lower Income Households at Affordable Rent; (iii) are currently occupied by Moderate Income Households at Affordable Rent, (iv) are currently occupied by Extremely Low Income Households at Affordable Rent, or (v) are currently vacant and being held available for occupancy by a Very Low Income Household, a Lower Income Household, or a Moderate Income Household and have been so held continuously since the date a Very Low Income Household, a Lower Income Household or Moderate Income Household vacated such unit:

Occupied at an Affordable Rent by:

Extremely Low Income Households (30%) \_\_\_\_\_ # of Units, Nos.:
Very Low Income Households (50%) \_\_\_\_\_ # of Units, Nos.:
Lower Income Households (60%) \_\_\_\_\_ # of Units, Nos.:
Moderate Income Households (120%) \_\_\_\_\_ # of Units, Nos.:

Vacant:

a. Held for occupancy by:

i. Extremely Low Income Households (30%) \_\_\_\_\_ # of Units, Nos.:
ii. Very Low Income Households (50%) \_\_\_\_\_ # of Units, Nos.:
iii. Lower Income Households (60%) \_\_\_\_\_ # of Units, Nos.:
iv. Moderate Income Households (120%) \_\_\_\_\_ # of Units, Nos.:

b. Last occupied by:

- i. Extremely Low Income Households (30%) \_\_\_\_\_ # of Units, Nos.:
- ii. Very Low Income Households (50%) \_\_\_\_\_ # of Units, Nos.:
- iii. Lower Income Households (60%) \_\_\_\_\_ # of Units, Nos.:
- iv. Moderate Income Households (120%) \_\_\_\_\_ # of Units, Nos.:

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households (30%), Very Low Income Households (as described above), Lower Income Households (60%) or Moderate Income Households (120%) at an Affordable Rent.

4. The Participant is not in default under the terms of the Agreement, including without limitation the attachments thereto (such as the Agency Participant CC&Rs and the City Covenants).

**MV HEMLOCK LIMITED PARTNERSHIP,**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**(PARTICIPANT)**

**ATTACHMENT NO. 5**  
**CALCULATION OF AFFORDABLE RENTS**

**Riverside County**  
**Affordable Rent Worksheet**

**(2010 Income Figures)**

**1. Income Eligibility<sup>1</sup>**

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **Riverside** County, based upon the size of the family:

<i>Income Level</i>	<i>1 person household</i>	<i>2 person household</i>	<i>3 person household</i>	<i>4 person household</i>	<i>5 person household</i>	<i>6 person household</i>	<i>7 person household</i>	<i>8 person household</i>
<i>Extremely Low</i>	\$13,650	\$15,600	\$17,550	\$19,500	\$21,100	\$22,650	\$24,200	\$25,750
<i>Very Low</i>	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100	\$37,700	\$40,300	\$42,900
<i>Lower</i>	\$36,400	\$41,600	\$46,800	\$52,000	\$56,200	\$60,350	\$64,500	\$68,650
<i>Median</i>	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800
<i>Moderate</i>	\$54,600	\$62,400	\$70,200	\$78,000	\$84,250	\$90,500	\$96,700	\$102,950

<sup>1</sup> Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development (“HCD”) by memorandum dated as of June 17, 2010 and which memorandum was posted to the HCD website. These median income numbers are revised annually.

## 2. Determining Affordable Rent

For **rental housing**, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

For **Extremely Low Income** Households:<sup>2</sup>

- renting a **0 bedroom** unit, monthly rent may not exceed **\$341.25**
  - renting a **1 bedroom** unit, monthly rent may not exceed **\$390.00**
  - renting a **2 bedroom** unit, monthly rent may not exceed **\$438.75**
  - renting a **3 bedroom** unit, monthly rent may not exceed **\$487.50**
  - renting a **4 bedroom** unit, monthly rent may not exceed **\$526.50**
  - renting a **5 bedroom** unit, monthly rent may not exceed **\$565.50**

For **Very Low Income** Households:<sup>3</sup>

- renting a **0 bedroom** unit, monthly rent may not exceed **\$568.75**
- renting a **1 bedroom** unit, monthly rent may not exceed **\$650.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **\$731.25**
- renting a **3 bedroom** unit, monthly rent may not exceed **\$812.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **\$877.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **\$942.50**

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<sup>2</sup> Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

<sup>3</sup> Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

For **Lower Income** Households:<sup>4</sup>

- renting a **0 bedroom** unit, monthly rent may not exceed **\$682.50**
- renting a **1 bedroom** unit, monthly rent may not exceed **\$780.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **\$877.50**
- renting a **3 bedroom** unit, monthly rent may not exceed **\$975.00**
- renting a **4 bedroom** unit, monthly rent may not exceed **\$1,053.00**
- renting a **5 bedroom** unit, monthly rent may not exceed **\$1,131.00**

In addition, for any Lower Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household**:<sup>5</sup>

- **1 person households** whose income is between **\$27,300 and \$36,400**
- **2 person households** whose income is between **\$31,200 and \$41,600**
- **3 person households** whose income is between **\$35,100 and \$46,800**
- **4 person households** whose income is between **\$39,000 and \$52,000**
- **5 person households** whose income is between **\$42,120 and \$56,200**
- **6 person households** whose income is between **\$45,240 and \$60,350**
- **7 person households** whose income is between **\$48,360 and \$64,500**
- **8 person households** whose income is between **\$51,480 and \$68,650**

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<sup>4</sup> Affordable Rent for Lower Income Households is the product of 30 percent times 60 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(3).

<sup>5</sup> Health and Safety Code Section 50053 (b)(3).



For **Moderate Income** Households:<sup>6</sup>

- renting a **0 bedroom** unit, monthly rent may not exceed **\$1,251.25**
- renting a **1 bedroom** unit, monthly rent may not exceed **\$1,430.00**
- renting a **2 bedroom** unit, monthly rent may not exceed **\$1,608.75**
- renting a **3 bedroom** unit, monthly rent may not exceed **\$1,787.50**
- renting a **4 bedroom** unit, monthly rent may not exceed **\$1,930.50**
- renting a **5 bedroom** unit, monthly rent may not exceed **\$2,073.50**

In addition, for any Moderate Income Household whose income falls within the following guidelines, it is **optional** for the agency to require that **affordable rent not exceed 30 percent of the gross income of the household:**<sup>7</sup>

- **1 person households** whose income is between **\$50,050 and \$54,600**
- **2 person households** whose income is between **\$57,200 and \$62,400**
- **3 person households** whose income is between **\$64,350 and \$70,200**
- **4 person households** whose income is between **\$71,500 and \$78,000**
- **5 person households** whose income is between **\$77,220 and \$84,250**
- **6 person households** whose income is between **\$82,940 and \$90,500**
- **7 person households** whose income is between **\$88,660 and \$96,700**
- **8 person households** whose income is between **\$94,380 and \$102,950**

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<sup>6</sup> Affordable Rent for Moderate Income Households is the product of 30 percent times 110 percent of area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(4).

<sup>7</sup> Health and Safety Code Section 50053 (b) (4).

**For purposes of determining Affordable Rent, “Rent”** is an average of estimated housing costs for the next twelve months. **“Rent”** includes the total of monthly payments for all of the following:<sup>8</sup>

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. Utilities does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

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<sup>8</sup> 25 California Code of Regulations Section 6918.

**ATTACHMENT NO. 6**

**REQUEST FOR NOTICE OF DEFAULT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City  
of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: Executive Director

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE ONLY

Exempt from recording fees pursuant to  
Government Code § 6103.

**Request for Notice Under Section 2924b Civil Code**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 201\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by \_\_\_\_\_, as Trustor, in which \_\_\_\_\_ is named as Beneficiary, and \_\_\_\_\_ as Trustee, be mailed to COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

\_\_\_\_\_  
Executive Director

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED

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

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

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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

**ATTACHMENT NO. 7**  
**SCOPE OF DEVELOPMENT**

**I. GENERAL DESCRIPTION**

The Site is specifically delineated on the Site Map and the Legal Description of the Site.

**II. DEVELOPMENT**

The Participant shall construct seventy-eight (78) housing units on the Site, together with all on-site and off-site features described in this Scope of Development (as presented to the City Council of the City on the Date of Agreement), including without limitation landscaping and all off-sites and improvements required under the City approvals for the Development, including zoning, general plan, environmental clearance and all conditions of approval thereunder. All such improvements collectively constitute the “Improvements.”

The quality of construction shall be of a high level. The Improvements shall conform to the approved plans on file with the Agency as of the Date of the Agreement as supplemented by the Design Development Drawings (the “Approved Plans”), including all conditions and mitigation measures under those land use approvals obtained by the Participant prior to the Date of Agreement.

The Participant shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

**III. DEVELOPMENT STANDARDS**

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the Municipal Code of the City of Moreno Valley (the “Municipal Code”) and the following development standards:

**A. General Requirements:**

**1. Vehicular Access.** The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by the City. In the interest of minimizing traffic congestion, the City will control the number and location of curb breaks for access to the Site for off-street parking and truck loading. All access driveways shall require written approval of the City staff.

**2. Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the Municipal Code.

**3. Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by the City staff.

**4. Landscaping.** The Participant shall provide and maintain landscaping within the public rights-of-way and within setback area along all street frontages and conforming with the plans as hereafter approved by the City.

Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to the City staff approval prior to planting.

**5. Utilities.** All utilities on the Site provided to service the units rehabilitated or reconstructed by the Participant shall be underground at Participant's expense.

**6. Building Design.** Buildings shall be constructed such that the Improvements shall be of high architectural quality, and shall be effectively and aesthetically designed and in conformance with City approvals.

**7. Mitigation Measures.** Mitigation measures approved for the Development under the California Environmental Quality Act (CEQA).

#### **IV. DEMOLITION AND SOILS**

The Participant assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. The Participant has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of the Agency, the City, or their respective officers, agents and employees.

#### **V. SPECIAL AMENITIES**

The Participant shall undertake all improvements required by the City as a condition of development of the Site, as more particularly provided in the City approvals given for the Site.

**ATTACHMENT NO. 8**

**CERTIFICATE OF COMPLETION**

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
)  
)  
)  
)  
)  
)  
)  
)  
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(Space Above for Recorder’s Use Only)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**CERTIFICATE OF COMPLETION**

**THIS CERTIFICATE OF COMPLETION** (the “Certificate”) is made by the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (the “Agency”), in favor of **MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership** (the “Participant”), as of the date set forth below.

***RECITALS***

A. Agency and the Participant have entered into that certain Affordable Housing Agreement (the “AHA”) dated as of June 21, 2011 concerning the redevelopment of certain real property situated in the City of Moreno Valley, California, as more fully described in Exhibit “A” attached hereto and made a part hereof (the “Site”).

B. As referenced in Section 4.13 of the AHA, Agency is required to furnish the Participant or its successors with a Certificate of Completion upon completion of construction of the “Improvements” (as defined in Section 1.1 of the AHA), which Certificate is required to be in such form as to permit it to be recorded in the Recorder’s Office of Riverside County. This Certificate is conclusive determination of satisfactory completion of the construction and development required by the AHA.

C. Agency has conclusively determined that the construction and development of the Development has been satisfactorily completed.

**NOW, THEREFORE**, Agency hereby certifies as follows:

1. Agency does hereby certify that the Improvements to be constructed by the Participant has been fully and satisfactorily completed in full conformance with the AHA.

2. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of Participant to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance construction work on the Site, or any part thereof.

3. This Certificate shall not constitute evidence of Participant's compliance with those covenants in the AHA that survive the issuance of this Certificate.

4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Nothing contained in this instrument shall modify in any other way any other provisions of the AHA (including without limitation the attachments thereto).

**IN WITNESS WHEREOF**, Agency has executed this Certificate of Completion this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY**, a public  
body, corporate and politic

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Agency Secretary



**EXHIBIT "A" TO ATTACHMENT NO. 8**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

**ATTACHMENT NO. 9**

**AGENCY PARTICIPANT CC&RS**

Recording Requested by: )  
 )  
 When Recorded Return to and )  
 Mail Tax Statements to: )  
 )  
 City of Moreno Valley )  
 Redevelopment Agency )  
 14177 Frederick Street )  
 P.O. Box 88005 )  
 Moreno Valley, California 92552-0805 )  
 Attn: Executive Director )

(Space above for Recorder’s Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

**REGULATORY AGREEMENT**

These Covenants, Conditions and Restrictions, herein sometimes referred to as these “CC&Rs” or “Declaration” or “Regulatory Agreement” are made by the signatories hereto.

**RECITALS**

**WHEREAS**, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic (“Agency”), the **City of Moreno Valley**, a municipal corporation (“City”), and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (“Participant”) is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the “Declarants.”

**WHEREAS**, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the “AHA”) for the improvement and development of certain real property described in Exhibit “A” (to which these CC&Rs are attached) as the “Site,” which AHA provides for the recordation of this Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

**WHEREAS**, this Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

**WHEREAS**, it is contemplated under the AHA that, as of the recordation of this Regulatory Agreement, the Participant holds title to the “Site” as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference.

**WHEREAS**, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

**WHEREAS**, Agency, City, and Participant wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

**NOW, THEREFORE**, the Agency and the City each of the Participant (as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

## **ARTICLE I** **DEFINITIONS**

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

**Section 1.** “Affordable Housing Project” means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

**Section 2.** “Affordable Rent” has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. “Household size appropriate to the unit,” for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above

upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development (“HCD”); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. “Agency” means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 “Area” means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. “Calculation of Affordable Rents” means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. “Certificate” or “Certification” is defined in Section 3(a).

Section 7. “City” means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. “City Code” means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. “City Covenants” means an instrument approved by the Executive Director of the Agency substantially in the form of Attachment No. 15 to the AHA. The City Covenants the affordable housing and related land use/zoning covenants imposed by and as condition(s) of approval of the land use entitlement for the Development, to be executed by Participant and City as to the Development in connection with the variance and conditional use permit, which is to be recorded against the Site in a first, senior, and non-subordinate position, except to Permanent Lender deeds of trust. A copy of the City Covenants on file with the City’s Community Development Department.

Section 10. “Common Areas” means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. “County” means the County of Riverside.

Section 12. “Extremely Low Income Household” means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. “Extremely Low Income Unit” means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. “Gross Income” means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the

Department of Housing and Urban Development (“HUD”) Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. “HOME Agreement” means an agreement between the City and the Participant dated as of \_\_\_\_\_, 201\_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. “HOME Regulations” means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. “HOME Requirements” limitations on household income and/or household size as established by the HOME Regulations.

Section 18. “Lower Income Household” means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. “Low Income Unit” or “Lower Income Unit” means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. “Median Income for the Area” means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. “Moderate Income Household” means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. “Moderate Income Unit” means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. “Prescribed Rent Levels” means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. “Regulatory Agreement” means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these “CC&Rs” or this “Declaration.”

Section 25. “Required Affordable Unit” means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under

the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. “Required Covenant Period” means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. “Site” means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. “Tax Credit Regulatory Agreement” means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. “Tax Credits” means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. “Unit” means a dwelling unit on the Affordable Housing Project.

Section 31. “Very Low Income Households” means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. “Very Low Income Unit” means a Unit occupied at Affordable Rent by a Very Low Income Household.

## **ARTICLE II**

### **LAND USE RESTRICTIONS; IMPROVEMENTS**

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

*Number of Units.* Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at “Prescribed Rent Levels.” “Prescribed Rent Levels” means

the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by an Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Very Low Income Households and Lower Income Households, respectively.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

In the event a household's income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

*Duration of Affordability Requirements.* The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

*Selection of Tenants.* As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a

written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

*Determination of Affordable Rent for the Affordable Units.* The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

*Relationship to Tax Credit Requirements and HOME Requirements.* Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

*Occupancy Limits.* To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

*Income Verification and Certification.* The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Affordable Housing Project.



On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

*Reporting Amounts.* Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars (\$250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(3) In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner’s expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. “No loitering” signs will be posted at each building and enforced by the owner(s). “Illegally parked vehicles will be towed” signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18”) or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.*). The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

### **ARTICLE III**

#### **DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES**

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

#### **ARTICLE IV**

#### **OBLIGATION TO MAINTAIN, REPAIR AND REBUILD**

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development (“HUD”) Housing Quality Standards (“HQS”), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant’s Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage

hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

## **ARTICLE V** **ENFORCEMENT**

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

## **ARTICLE VI** **GENERAL PROVISIONS**

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households, as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any

other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY,**  
a public body, corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

**CITY OF MORENO VALLEY,**  
a municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President



**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2

:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED

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

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

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

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- Individual(s)  
 Corporate Officer

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

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

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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.

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

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

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(Title or description of attached document continued)

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

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- Individual(s)  
 Corporate Officer

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

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

**ATTACHMENT NO. 10**  
**INCOME VERIFICATION**

Part I -- General Information

1. Project Location: \_\_\_\_\_
2. Landlord's Name: \_\_\_\_\_

Part II -- Unit Information

- |                |                       |                 |                        |
|----------------|-----------------------|-----------------|------------------------|
| 3. Unit Number | 4. Number of Bedrooms | 5. Monthly Rent | 6. Number of Occupants |
|----------------|-----------------------|-----------------|------------------------|

Part III -- Affidavit of Tenant

I, \_\_\_\_\_, and I, \_\_\_\_\_, as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

- A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

- B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is \$\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

- C. (My/Our) gross income (anticipated total annual income) exceeds fifty percent (50%) but **does not exceed sixty percent (60%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are

established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is \$\_\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

- D. (My/Our) gross income (anticipated total annual income) exceeds eighty percent (80%) but **does not exceed one hundred twenty percent (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is \$\_\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

- E. (My/Our) gross income (anticipated total annual income) **exceeds one hundred twenty (120%)** of the median income for the area defined by HUD which includes and consists primarily of Riverside County as such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is \$\_\_\_\_\_. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier.

\_\_\_\_\_  
Tenant(s)' Initials

1. Tenants qualifying as A and B, above, must complete the following:

<b>Monthly Gross Income</b> <b>(All Sources of Income of All Adult Household Members Must be Listed)</b>
---

Source	Head of Household	Co-Tenants	Total
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			

Total: _____
--------------

Total x 12 \_\_\_\_\_ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation),

capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.
3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).
4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Community Redevelopment Agency of the City of Moreno Valley to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant





**INCOME VERIFICATION**  
**(for self-employed persons)**

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT NO. 11**

AGENCY NOTE

PROMISSORY NOTE

\$6,300,000

\_\_\_\_\_, 2011  
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (“Maker” or “Participant”), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (“Payee” or “Agency”), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of Six Million Three Hundred Thousand Dollars (\$6,300,000), together with interest on the unpaid principal amount of this Promissory Note (“Note”) from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the “Interest Rate”) in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the Agency. This Note is being delivered pursuant to the Affordable Housing Agreement dated as of June 21, 2011, between Maker and Payee (the “AHA”). The loan evidenced by this Note shall be governed by such provisions of the AHA (including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the AHA.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the “Maturity Date”) unless sooner satisfied. This Promissory Note shall be payable from the Agency Allocable Percentage of Residual Receipts; for so long as amounts are outstanding under a note given by Participant to the City of Moreno Valley (the “City”) under the HOME Agreement as provided in the AHA, payments shall be in *pari passu* with payments of six and sixty-seven one-hundredths percent (6.67%) of Residual Receipts to the City of Moreno Valley (the “City”); at such time as the obligation to the City has been satisfied by Participant, the Agency Allocable Percentage of Residual Receipts to be paid by Participant to Agency hereunder is fifty percent (50%) of Residual Receipts. Payments to the Agency may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the AHA, the Agency Deed of Trust, or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant’s interest in the Site (or the Improvements) contrary to the provisions of the AHA, the Maker’s payments to Agency hereunder shall not be deemed in default hereunder so long as Maker makes payments to the Agency of the Agency Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this Agency Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this Agency Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this Agency Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this Agency Note to contrary effect, the Maker shall make payment in full to the Agency of the outstanding balance under this Agency Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the AHA, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

"The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of [approximately \$ \_\_\_\_\_] payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately \$4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of \_\_\_\_\_, 201\_\_, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is and shall be subject and subordinate in all respects to the Assignment of Rents, Security

Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement."

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the Agency will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the AHA constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time is of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

8. Non-recourse. This Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**ATTACHMENT NO. 12**  
**AGENCY DEED OF TRUST**

Order No.  
Escrow No.  
Loan No.

WHEN RECORDED MAIL TO:

Community Redevelopment Agency of the City  
of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: Executive Director

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made as of \_\_\_\_\_, 2011, between MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$6,300,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor contained in the Loan Agreement between Beneficiary and Trustor, the Agency Participant CC&Rs recorded as to the Property of even date herewith, and that certain Affordable Housing Agreement (the "AHA") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums

and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto, or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	1964	149774			
						Series 5					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.



Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the Affordable Housing Agreement dated as of June 21, 2011 between Trustor and Beneficiary (the "AHA").

**MV HEMLOCK LIMITED PARTNERSHIP**

a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED

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

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

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

## EXHIBIT "B"

### RIDER TO DEED OF TRUST

Exhibit B to Deed of Trust with Assignment of Rents dated as of \_\_\_\_\_, 201\_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT.** A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:
  - (a) A default under that certain Affordable Housing Agreement ("Agreement" or the "AHA") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any Agency Note or Agency Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or
  - (b) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agreement).
  - (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the AHA);
  - (d) A default under the "HOME Agreement" (as defined in the AHA); or
  - (e) A default under the City Covenants (as entered into pursuant to the AHA).
  
2. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.
  
3. **DUE ON SALE OR ENCUMBRANCE.** In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency

Exhibit "B to Attachment No. 12

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Participant CC&Rs and the AHA relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Project to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST.** This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.
5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE.** Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

**DO NOT RECORD**

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such

successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD** REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to

\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

**DEED OF TRUST  
with power of sale**

**First American Title  
TRUSTEE**



ATTACHMENT NO. 13

MEMORANDUM OF AGREEMENT

Requested By and )
When Recorded Return To: )
Community Redevelopment Agency of )
the City of Moreno Valley )
14177 Frederick Street )
Moreno Valley, California 92552-0805 )
Attention: Executive Director )

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), dated as of \_\_\_\_\_, 2011, is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body corporate and politic ("Agency") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement. Agency and Participant have executed an Affordable Housing Agreement (the "Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The Agreement is on file as a public record with the Agency at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

**PARTICIPANT:**

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**AGENCY:**

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Executive Director

**ATTEST:**

\_\_\_\_\_  
Agency Secretary

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

**ATTACHMENT NO. 14**

**PARTICIPANT CERTIFICATE**

\_\_\_\_\_, 201\_ (the "Date of Certificate")

Community Redevelopment Agency of the City of Moreno Valley  
Attention: Executive Director  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice and instruments, if any, required by the HOME Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and Agency has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to Agency a lender's ALTA policy of insurance for the Agency Deed of Trust (for the amount of the Agency Disbursement Agreement) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the Agency from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remedies to Agency each and every representation and/or warranty made to Agency under the Agreement.

Participant executes this Participant Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Participant Certificate in disbursing moneys to the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate as of the date first written above.

**PARTICIPANT**

**MV HEMLOCK LIMITED PARTNERSHIP**

a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**ATTACHMENT NO. 15**

**CITY COVENANTS**

Recording Requested by: )  
 )  
 When Recorded Return to and )  
 Mail Tax Statements to: )  
 )  
 City of Moreno Valley )  
 Redevelopment Agency )  
 14177 Frederick Street )  
 P.O. Box 88005 )  
 Moreno Valley, California 92552-0805 )  
 Attn: Executive Director )

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(Space above for Recorder’s Use.)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

**REGULATORY AGREEMENT**

These Covenants, Conditions and Restrictions, herein sometimes referred to herein as these “CC&Rs” or “Declaration” or “Regulatory Agreement” or “City Regulatory Agreement” are made by the signatories hereto.

**RECITALS**

**WHEREAS**, each of the **Community Redevelopment Agency of the City of Moreno Valley**, a public body, corporate and politic (“Agency”), the **City of Moreno Valley**, a municipal corporation (“City”), and **MV Hemlock Limited Partnership**, a California limited partnership (“Participant” or “Owner”) is a party to this Declaration. The Agency, the City and the Participant are sometimes collectively referred to herein as the “Declarants.”

**WHEREAS**, the Agency and the Participant have entered into that certain Affordable Housing Agreement dated as of June 21, 2011 (the “AHA”) for the improvement and development of certain real property described in Exhibit “A” (to which these CC&Rs are attached) as the “Site,” which AHA provides for the recordation of this City Regulatory Agreement. The AHA is incorporated herein by this reference and any capitalized term not defined herein shall have the meaning established therefor in the AHA. The City is a third party beneficiary of the AHA.

**WHEREAS**, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

**WHEREAS**, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant holds title to the “Site” as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference.

**WHEREAS**, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available to Very Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

**WHEREAS**, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

**WHEREAS**, this City Regulatory Agreement establishes a plan for the improvement, development and maintenance of the Site, for the benefit of the Project Area, as well as the rest of the City.

**WHEREAS**, it is contemplated under the AHA that, as of the recordation of this City Regulatory Agreement, the Participant has acquired fee title to the “Site,” as described in the legal description attached hereto as Exhibit “A” and incorporated herein by this reference.

**WHEREAS**, the AHA sets forth certain restrictive covenants applicable to the Site, particularly the use of the Site for the provision of rental housing units available at Affordable Rents to Very Low Income Households, Low Income Households and Lower Income Households at Affordable Rents as those terms are defined therein.

**WHEREAS**, Agency, City, and Participant wish to adopt this City Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that the Agency achieves credit for production of affordable housing units pursuant to Section 33413 of the California Health and Safety Code.

**NOW, THEREFORE**, each of the Agency, the City and the Participant (the latter as owner of real property interests described hereinabove), in the City, declares that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the Covenants, Conditions and Restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property, and the Agency and the City. Each and all of the restrictions, limitations, conditions, covenants, liens, reservations and charges herein contained shall run with the land and be recorded on the Site title and shall be binding on Declarants, their grantees, successors, heirs, executors, administrators, devisees or assigns, and all subsequent owner of all or any part of the Site.

**ARTICLE I**  
**DEFINITIONS**

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.



Section 1. “Affordable Housing Project” means an affordable housing project consisting of seventy-eight (78) units and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. “Affordable Rent” has the meaning set forth in Health and Safety Code Section 50053. For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the unit. For a Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the unit. For a Lower Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of sixty percent (60%) of the Median Income for the Area for a household size appropriate to the unit. For a Moderate Income Household, Affordable Rent means a monthly rent which does not exceed one-twelfth (1/12th) of thirty percent (30%) of one hundred ten percent (110%) of the Median Income for the Area. “Household size appropriate to the unit,” for the purpose of the calculation of rent herein (and without regard to actual occupancy), shall mean: (i) for so long as federal statutes are applicable, such household size as shall be provided by said statutes; provided that the maximum monthly rental amount of the Required Affordable Units shall be adjusted annually by the formula set forth above upon the promulgation of revised figures concerning Median Income for the Area by regulation of the California Department of Housing and Community Development (“HCD”); and (ii) during any such periods as federal statutes described in item (i), above are not applicable, the sum of (a) one person plus (b) one person per bedroom, as provided in Health and Safety Code sections 50052.5 and 50053. The maximum monthly rental amount of the units shall be adjusted annually by the formula set forth above upon the promulgation of revised median income figures for Riverside County by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

Section 3. “Agency” means the Community Redevelopment Agency of the City of Moreno Valley and its successors in interest.

Section 4 “Area” means the area defined by HUD which includes and consists primarily of Riverside County.

Section 5. “Calculation of Affordable Rents” means the worksheet substantially in the form of Attachment No. 5 to the AHA.

Section 6. “Certificate” or “Certification” is defined in Section 3(a).

Section 7. “City” means and refers to the City of Moreno Valley, a municipal corporation.

Section 8. “City Code” means and refers to the City of Moreno Valley Municipal Code as revised from time to time.

Section 9. “City Covenants”, “Regulatory Agreement” or “City Regulatory Agreement” means this Regulatory Agreement.

Section 10. “Common Areas” means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. “County” means the County of Riverside.

Section 12. “Extremely Low Income Household” means a household earning not greater than thirty percent (30%) of the Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 13. “Extremely Low Income Unit” means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

Section 14. “Gross Income” means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Urban Development (“HUD”) Regulations (24 C.F.R. § 5.609) in effect as of the Date of Agreement.

Section 15. “HOME Agreement” means an agreement between the City and the Participant dated as of \_\_\_\_\_, 201\_ under which the HOME Amount is made available to defray a portion of the cost to construct the Improvements.

Section 16. “HOME Regulations” means those regulations set forth at 24 C.F.R., Part 92, as such regulations may be revised from time to time.

Section 17. “HOME Requirements” limitations on household income and/or household size as established by the HOME Regulations.

Section 18. “Lower Income Household” means a household earning not greater than sixty percent (60%) of median income for the Area.

Section 19. “Low Income Unit” or “Lower Income Unit” means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

Section 20. “Median Income for the Area” means the median income for the Area as most recently determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or, if programs under Section 8 are terminated, Median Income for the Area determined under the method used by the Secretary prior to such termination.

Section 21. “Moderate Income Household” means a household earning not greater than one hundred twenty percent (120%) of the Median Income for the Area.

Section 22. “Moderate Income Unit” means a Unit occupied at Affordable Rent by a Moderate Income Household.

Section 23. “Prescribed Rent Levels” means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than

fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Section 24. “Regulatory Agreement” means this Regulatory Agreement and any amendments, modifications or supplements which may also be referred to herein as these “CC&Rs” or this “Declaration.”

Section 25. “Required Affordable Unit” means each of seventy-seven (77) of the seventy-eight (78) dwelling units in the Affordable Housing Project, as rehabilitated or reconstructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Very Low Income Households and Lower Income Households and rented at Affordable Rent conforming to the Prescribed Rent Levels, all as prescribed herein.

Section 26. “Required Covenant Period” means the period commencing on the date this Regulatory Agreement is recorded and ending fifty-eight (58) years thereafter.

Section 27. “Site” means all of the real property and appurtenances as described above, including all structures and other improvements thereon, and those hereafter constructed.

Section 28. “Tax Credit Regulatory Agreement” means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 29. “Tax Credits” means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

Section 30. “Unit” means a dwelling unit on the Affordable Housing Project.

Section 31. “Very Low Income Households” means Very Low Income Households whose Adjusted Income does not exceed fifty percent (50%) of Median Income for the Area as determined by the United States Department of Housing and Urban Development from time to time and as set forth in Health and Safety Code Section 50105.

Section 32. “Very Low Income Unit” means a Unit occupied at Affordable Rent by a Very Low Income Household.

## **ARTICLE II**

### **LAND USE RESTRICTIONS; IMPROVEMENTS**

Section 1. Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the

Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.

Section 2. Affordable Housing.

*Number of Units.* Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at “Prescribed Rent Levels.” “Prescribed Rent Levels” means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as a Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual’s or family’s income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as a Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

At such time as a tenant ceases to qualify as a Very Low Income Household, the unit occupied by such tenant shall cease to be a Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered a Very Low Income Unit if it is held vacant and available for occupancy by a Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as a Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Lower Income Units, respectively.

In the event a household’s income initially complies with the corresponding income restriction for a Very Low Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

*Duration of Affordability Requirements.* The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the

Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

*Selection of Tenants.* As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

*Determination of Affordable Rent for the Affordable Units.* The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

*Relationship to Tax Credit Requirements and HOME Requirements.* Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND

THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.

*Occupancy Limits.* To the greatest extent allowable by law, the maximum occupancy of the Housing Units in the Development shall not exceed more than such number of persons as is equal to two persons per bedroom, plus one. Thus, for the two (2) bedroom Housing Units, the maximum occupancy shall not exceed five (5) persons. For the three (3) bedroom Housing Units, the maximum occupancy shall not exceed seven (7) persons.

Section 3. Participant Verification and Program Compliance.

*Income Verification and Certification.* The Participant will obtain and maintain on file an Income Verification from each tenant (for each Unit and not merely from the Required Units), dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On June 15, 2012 and annually thereafter, the Participant shall file with the Agency or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418 and containing such information as the Agency additionally prescribes, in a form prescribed by the Agency. Each Certificate shall cover the immediately preceding fiscal year.

*Reporting Amounts.* Agency is required by Section 33418 of the California Health and Safety Code to require Participant to monitor affordability of dwelling units. In connection therewith, Participant shall monitor and report on each Unit, and not merely the Affordable Units, and submit the annual reports required by Section 3 of Article II of this Declaration. The Agency relies upon the information contained in such reports to satisfy its own reporting requirements pursuant to Sections 33080 and 33080.1 of the California Health and Safety Code. In the event the Participant fails to submit to the Agency or its designee the Certification as required by Section 3(a), the Participant shall be in noncompliance with this Regulatory Agreement. In the event the Participant remains in noncompliance for thirty (30) days following receipt of written notice from the Agency of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then the Participant shall, without further notice or opportunity to cure, pay to the Agency Two Hundred Fifty Dollars (\$250.00) per Required Affordable Unit for each year Participant fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. The Participant shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of

tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(3) In contracts: “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Declaration shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency, its successors and assigns, the City and any successor in interest to the Site, together with any property acquired by the Participant pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 1 of Article II shall remain in effect in perpetuity.

Section 5. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Affordable Housing Project at the discretion of Participant and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of the Participant to further restrict keeping of pets.

Section 6. Parking of Vehicles. The Participant shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. The Participant shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this Section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger

vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

The Participant shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. The Participant shall give the vehicle owner not less than four (4) days, nor more than seven (7) days notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, the Participant shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 7. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Affordable Housing Project in excess of applicable limit of maximum occupancy set by the Moreno Valley Municipal Code and the laws of the State of California.

Section 8. Signs Required. "No loitering" signs will be posted at each building and enforced by the owner(s). "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by the Participant.

Section 9. Fences and Electronic Installations. The Participant shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 10. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of the Participant to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official.

Section 11. Compliance with Laws. The Participant shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.*, and 24 C.F.R. § 100.300, *et seq.*). The Participant shall also comply with the Tax Credit Regulatory Agreement. The Participant is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Participant is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Affordable Housing Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.



**ARTICLE III**  
**DUTIES OF PARTICIPANT: SPECIFIC MAINTENANCE RESPONSIBILITIES**

Section 1. Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Section 2. Front and Side Exteriors. The Participant shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. The Participant shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Section 3. Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy-two (72) hours of their creation or (ii) seventy-two (72) hours after notice to Participant.

Section 4. Driveways. All driveways must be paved and maintained with impervious material in accordance with the Moreno Valley Municipal Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Section 5. Exterior Illumination. The Participant shall at all times maintain adequate lighting in all entrance ways, garages and parking areas. Adequate lighting shall mean outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Section 6. Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by the City and shall be maintained by the Participant. The landscaping shall meet minimum standards set from time to time by the City.

Section 7. Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Section 8. Prohibited Signs. No exterior sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of the City and appropriate City departments if any as required by the City Code.

**ARTICLE IV**  
**OBLIGATION TO MAINTAIN, REPAIR AND REBUILD**

Section 1. Maintenance by Participant. The Participant shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with the United States Department of Housing and Urban Development (“HUD”) Housing Quality Standards (“HQS”), and in good condition and making all repairs as they may be required by these CC&Rs and by all applicable Municipal Code and Uniform

Code provisions. The Participant shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Participant fails to maintain the Affordable Housing Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from the Agency, either the Agency or the City may perform the necessary maintenance and Participant shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from the Agency or the City. The Participant shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Tax Credit Regulatory Agreement and the HOME Agreement.

Section 2. Damage and Destruction Affecting Project - Participant's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of the Participant to rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Participant shall keep the construction on the Site insured by carriers at all times satisfactory to Agency against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Participant shall give prompt notice to the insurance carrier and to the Agency.

If the Site is abandoned by the Participant, or if Participant fails to respond to Agency within thirty (30) days from the date notice is mailed by Agency to Participant that the insurance carrier offers to settle a claim for insurance benefits, Agency is authorized to collect and apply the insurance proceeds at Agency's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Affordable Housing Project sustains substantial physical damage due to a casualty event, the Participant may apply to the City of Moreno Valley for approval to reconstruct, rebuild or repair in a manner which will provide different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Time Limitation. Upon damage to the Site or the Affordable Housing Project or other improvements, the Participant shall be obligated to proceed with all due diligence hereunder and commence efforts to begin reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after commencement of construction or demolition and vacate within two (2) months, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced at the earliest feasible time.

## **ARTICLE V** **ENFORCEMENT**

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by the Agency or City.

This Declaration does not in any way infringe on the right or duties of the City of Moreno Valley to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of the City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, the City shall have the right through its agents and employees, to enter upon any part of the project area for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of the City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, the City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Participant, on any lot to effect emergency repairs or maintenance which the Participant has failed to perform. Subsequent to sixty (60) days written notice to the Participant specifically outlining the Participant's noncompliance, the City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which the Participant has failed to perform.

Section 4. Costs of Repair. The costs borne by the City or Agency of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Participant shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Agency may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither the Agency nor the City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

## **ARTICLE VI** **GENERAL PROVISIONS**

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, the Participant shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to the Participant, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of the Participant in the Site, and shall inure to the owner(s) of any property subject to this Declaration, his legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by the City, for a term equal to the Required Covenant Period as defined in the AHA,

provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Very Low Income Households and Lower Income Households as more particularly set forth herein. The article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

The Participant shall be obligated by this Declaration to comply with the provisions hereof.

Section 5. Amendments. This Declaration may be amended only by the written agreement of the Participant, the Agency and the City.

Section 6. Encroachments. None of the rights and obligations of the Participant created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Participant if said encroachment occurs due to the willful conduct of said Participant.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Participant shall be in writing and may be delivered either personally or by certified mail. Notice to the Agency shall be made by certified mail to the Executive Director or his designee at 14177 Frederick Street, P.O. Box 88005, Moreno Valley, California 92552-0805 (with a copy to Stradling Yocca Carlson & Rauth, Attention: Mark J. Huebsch, 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660), and shall be effective upon receipt. Notice to Participant shall be made by certified mail to MV Hemlock Limited Partnership, a California limited partnership, 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, and shall be effective upon receipt. Such address may be changed from time to time by notice in writing.

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY,  
a public body, corporate and politic**

By: \_\_\_\_\_  
Executive Director

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Agency Secretary

Dated: \_\_\_\_\_

**CITY OF MORENO VALLEY,**  
a municipal corporation

By: \_\_\_\_\_  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2

:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of 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 of Notary Public

### OPTIONAL

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

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s)       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of 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 of Notary Public

**OPTIONAL**

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

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Date Of Documents

Signer(s) Other Than Named Above



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of 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 of Notary Public

### OPTIONAL

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

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Title Or Type Of Document

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- General
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- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

**ATTACHMENT NO. 16**

**AFFORDABILITY RESTRICTION NOTICE**

Recording Requested By:

When Recorded Return To and  
Mail Tax Statements To:

Community Redevelopment Agency of  
the City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: Executive Director

[Space above for recorder.]

This document is exempt from the payment of a recording  
fee pursuant to Government Code Section 27383.

**NOTICE OF AFFORDABILITY RESTRICTIONS ON  
TRANSFER OF PROPERTY**

This NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF SITE (or “Notice of Affordability Restrictions”) is executed as of June 21, 2011 and recorded pursuant to Section 33334.3(f)(3)(B) of the California Health and Safety Code as amended by AB 987, Chapter 690, Statutes of 2007 (herein, “Chapter 690”), and affects that certain property described in Exhibit “A” hereto (“Site”). The Community Redevelopment Agency of the City of Moreno Valley (“Agency”) and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (“Participant”) have previously entered into an Affordable Housing Agreement dated as of June 21, 2011 (the “AHA”).

1. The AHA provides for affordability restrictions and restrictions on the transfer of the Site, as more particularly set forth in the AHA. A copy of the AHA is on file with the Agency as a public record and is deemed incorporated herein. Reference is made to the AHA with regard to the complete text of the provisions of such agreement which provides for affordability restrictions and restrictions on the transfer of the Site.

2. The AHA provides for the Participant to acquire the Site whereupon the Participant shall (a) construct 78 rental dwelling units at the Site and (b) rent a specified number of such dwelling units to households of limited income, paying an affordable rent; such restrictions are set forth at greater length in a document entitled the “Agency Participant CC&Rs,” substantially in the form of Attachment No. 9 to the AHA, which has been entered into by and among the Agency, the City of Moreno Valley (“City”), and the Participant, and which is expected to be recorded substantially concurrently herewith among the official land records of the County of Riverside. The Agency Participant CC&Rs and the AHA are deemed to be incorporated herein by reference.

2.1 Article II, Section 1 of the Agency Participant CC&Rs provides as follows; where the terms “Declaration”, “Regulatory Agreement” and “CC&Rs” are used in the quoted language below, such terms refer to the Agency Participant CC&Rs:

“Uses. The Participant shall develop the Affordable Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to the AHA, shall conform to all applicable provisions of the Moreno Valley Municipal Code and the City Approvals.

“The Site shall be used, maintained and operated in accordance with the AHA and this Regulatory Agreement for the Required Covenant Period. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date the Participant acquired its interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a stock cooperative.”

2.2 Article II, Section 2 of the Agency Participant CC&Rs provides as follows:

“Affordable Housing.

*“Number of Units.* Throughout the Required Covenant Period, not less than seventy-seven (77) of the Units shall be rented at “Prescribed Rent Levels.” “Prescribed Rent Levels” means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager. For this purpose, a tenant who qualifies as an Very Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual’s or family’s income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Very Low Income Household. Moreover, a unit previously occupied by a Very Low Income Household, and then vacated shall be considered occupied by such Very Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days. A similar protocol shall apply to Lower Income Households.

“At such time as a tenant ceases to qualify as an Very Low Income Household, the unit occupied by such tenant shall cease to be an Very Low Income Unit. The Participant shall replace each such Very Low Income Unit by designating the next available unit and any necessary units thereafter as a Very Low Income Unit. For purposes of this Agreement, such designated unit will be considered an Very Low Income Unit if it is held vacant and available for occupancy by an Very Low Income Household, and, upon occupancy, the income eligibility of the tenant as an Very Low Income Household is verified and the unit is rented at Affordable Rent. A similar protocol shall apply with respect to Low Income Units and Lower Income Units, respectively.

“In the event a household’s income initially complies with the corresponding income restriction for a Very Low Income Household or Lower Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

“*Duration of Affordability Requirements.* The Required Affordable Units shall be available to and occupied by Very Low Income Households and, to the extent provided under the Prescribed Rent Levels and Tenant Mix, Lower Income Households, at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) years of the Required Covenant Period shall be given notice by the Participant at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

“*Selection of Tenants.* As specified herein below, Participant shall demonstrate to the Agency that the proposed tenants of each of the Required Affordable Units constitutes a Very Low Income Household or, to

the extent provided herein, a Lower Income Household, as more particularly provided herein. No Units shall be restricted on the basis of age.

“Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Declaration, the Participant shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a Very Low Income Household or a Lower Income Household and meet(s) the eligibility requirements established for the Required Affordable Unit. The Participant shall verify the income of the tenant(s).

“The Participant shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor. The Participant shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

“*Determination of Affordable Rent for the Affordable Units.* The Affordable Units shall be rented or leased at Affordable Rent. As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

“*Relationship to Tax Credit Requirements and HOME Requirements.* Notwithstanding any other provision of this Regulatory Agreement, to the extent that the Tax Credit Regulatory Agreement executed by the Participant or the HOME Requirements is most

restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, the Tax Credit Regulatory Agreement or the HOME Requirements (whichever is most restrictive in each case) shall control and the Participant's compliance therewith shall not be a default hereunder. As among this Regulatory Agreement, the Tax Credit Regulatory Agreement and the HOME Agreement, the most restrictive shall apply in each case. If, following completion of construction of the Improvements, the Participant restricts a greater number of Units as affordable units than is required under this Regulatory Agreement as of the date it is first executed, the Participant agrees, upon request therefor by the Agency, to execute and record such addendum or supplement to this Regulatory Agreement as would restrict such additional units to be affordable on a similar basis to that set forth herein.

**“THE PARTICIPANT UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA AND THIS REGULATORY AGREEMENT IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS.”**

3. The restrictions contained in the Agency Participant CC&Rs expire fifty-eight (58) years following the date the Agency Participant CC&Rs is recorded. It is anticipated that the Agency Participant CC&Rs will be submitted for recordation contemporaneously with this Notice of Affordability Restrictions.

4. The commonly known location for the Site is near Hemlock Avenue and Perris Boulevard in the City of Moreno Valley.

The Site consists of all or a portion of the following parcels:  
\_\_\_\_\_;  
such numbers are subject to change.

5. The legal description for the Site is attached hereto as Exhibit A and is incorporated herein by reference.

6. The Agency Participant CC&Rs, which includes the affordability restrictions referenced above, is expected to be submitted for recordation in the Office of the Riverside County Recorder contemporaneously with this Notice of Affordability Restrictions.

7. This Notice of Affordability Restrictions is intended merely to satisfy the requirements of Chapter 690. The AHA and the Agency Participant CC&Rs both remain in full force and effect and are not amended or altered in any manner whatsoever by this Notice of Affordability Restrictions.

8. Capitalized terms shall have the meaning established under the AHA (including all Attachments thereto) excepting only to the extent as otherwise expressly provided under this Notice of Affordability Restrictions.

9. Persons having questions regarding this Notice of Affordability Restrictions, the AHA or the Attachments thereto (including the Agency Participant CC&Rs) should contact the Agency at its offices (14177 Frederick Street, Moreno Valley, or such other address as may be designated by the Agency from time to time).



**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF MORENO VALLEY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
Henry T. Garcia, Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Jane Halstead Secretary

**CITY OF MORENO VALLEY,**  
a municipal corporation

By: \_\_\_\_\_  
Henry T. Garcia, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Jane Halstead  
City Clerk

**MV HEMLOCK LIMITED  
PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public, personally appeared  
\_\_\_\_\_, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public, personally appeared  
\_\_\_\_\_, who proved to  
me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

**AFFORDABLE HOUSING AGREEMENT (HOME)**

**by and between the**

**CITY OF MORENO VALLEY**

**and**

**MV HEMLOCK LIMITED PARTNERSHIP,  
a California limited partnership**

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## **AFFORDABLE HOUSING AGREEMENT (HOME)**

**THIS AFFORDABLE HOUSING AGREEMENT (HOME)** (the “City Agreement” or “Agreement”), dated, for identification purposes only, as of June 21, 2011, is entered into by and between the **CITY OF MORENO VALLEY**, a municipal corporation (“City”), and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (the “Participant”).

### R E C I T A L S

**A.** City is a California municipal corporation and a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR §92.1, *et seq.* (“HOME Program”) for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing, with primary attention to housing for very low income and lower income households in accordance with the HOME Program. The HOME Program funds are used by the City, as a participating jurisdiction, to carry out multi-year housing strategies through acquisition, rehabilitation, and new construction of housing for target income persons and families.

**B.** The Community Redevelopment Agency of the City of Moreno Valley (the “Agency”) is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the “Redevelopment Law”).

**C.** The Redevelopment Plan for the Moreno Valley Redevelopment Project, sometimes referred to as the Project (herein, the “Project”) was adopted by Ordinance No. 154 by the City Council of the City of Moreno Valley (the “Redevelopment Plan”). The redevelopment project area for the Redevelopment Plan as so amended constitutes the “Project Area.”

**D.** The Agency is authorized and empowered under the Community Redevelopment Law, California Health and Safety Code Sections 33000, *et seq.* (the “Community Redevelopment Law”), to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at Affordable Rent.

**E.** The Participant is experienced in the development and operation of affordable multi-family housing in California.

**F.** Participant has acquired or has obtained a binding, enforceable option to acquire certain real property as depicted on the Site Map attached hereto (the “Site”) located in the City of Moreno Valley and within the Project Area of the Agency’s Moreno Valley Redevelopment Project. The Participant shall develop on the Site seventy-eight (78) dwelling units and related improvements for occupancy of a specified number of dwelling units to “Very Low Income Households” and “Lower Income Households,” all at “Affordable Rent” and at the “Prescribed Rent Levels,” as those terms are defined below. Such development is intended to implement the Agency’s goals and objectives under the Redevelopment Law to provide decent, safe and sanitary housing for persons of very low income, and to increase, improve and preserve housing available at affordable housing cost

to persons of very low income, pursuant to the Redevelopment Plan and Health and Safety Code Sections 33334.2, *et seq.*, and 33413.

**G.** Participant has applied for an allocation for 4% Low Income Housing Tax Credits as generally provided for under Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* (“4% Tax Credits”).

**H.** The Participant has proposed to enter an agreement with the Agency entitled “Affordable Housing Agreement”, of even date herewith (the “Agency Agreement”), under which the Participant shall develop seventy-eight (78) dwelling units and a designated number of those dwelling units to be rented at “Affordable Rent” and at the “Prescribed Rent Levels” throughout the “Required Covenant Period” (as defined below). Those undertakings of the Participant are material to this Agreement and but for those undertakings by the Participant, the Agency would not have entered into this Agreement.

**I.** Under the Agency Agreement, the Agency will loan certain funds to assist in the development of the Site to be repaid from “Residual Receipts” under the “Agency Note” as defined hereunder. Payment is further evidenced as the obligation to pay “Residual Receipts Note Payments” under the “Agency Deed of Trust” as defined below. The Participant will further provide to the Agency the “Agency Deed of Trust,” to be recorded against the Site to secure payments under the Agency Note.

**J.** By this Agreement, and subject to the terms and conditions herein, City desires to provide financial assistance to Participant in the form of a loan of HOME Program funds in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) in order to assist Participant in the acquisition of the Site, development of affordable rental housing units and the rental of such as a long-term affordable housing project for persons and families of low or moderate income, as set forth in more detail in this City Agreement. The permitted income levels of the tenants of those certain units restricted under the HOME Program and the permissible rents to be charged for occupancy of such units are set forth in detail in this City Agreement in order to ensure compliance with the requirements of the HOME Program with respect to the use of HOME Program funds.

**K.** Under this City Agreement, the City will loan certain funds to assist in the development of the Site to be repaid from “Residual Receipts” under the “City Note” as defined hereunder. Payment is further evidenced as the obligation to pay “Residual Receipts Note Payments” under the “City Deed of Trust” as defined below. The Participant will further provide to the City the “City Deed of Trust,” to be recorded against the Site to secure payments under the City Note.

**L.** City has completed its consideration and approval of the Project under the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* (“CEQA”), and the Guidelines for Implementation of the California Environmental Quality Act set forth at Title 14 California Code of Regulations Section 15000, *et seq.* (“CEQA Guidelines”). City and the U.S. Department of Housing and Urban Development have also completed their review and consideration of the Project under the National Environmental Policy Act (“NEPA”) (42 U.S.C. 4321-4347), as set forth in implementing regulations at 24 C.E.R. Part 58 *et seq.* and have approved the use of HOME funds in the Project.

**M.** This City Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

**NOW, THEREFORE,** for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms.** As used in this City Agreement (and in all other Project Documents, unless otherwise defined), the following capitalized terms shall have the following meanings:

**“Affiliated Person”** or **“Affiliate”** means an entity formed for the purpose of constructing, owning, and operating the Development, which includes (i) Rancho Belago Developers, Inc., a California corporation or (ii) James M. Jernigan and any person that directly or indirectly controls or is controlled by or under common control with the specified person, any person that is an officer or director of, a trustee of, or a general partner, managing member or operator in, the specified person or of which the specified person is an officer, director, trustee, general partner or managing member, or any person that directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of the outstanding voting securities of the specified person.

**“Affordability Period”** means a period equal to the greater of: (i) fifty-eight (58) years commencing with the recordation of the Agency Participant CC&Rs or (ii) coterminous with the term of the Tax Credit Regulatory Agreement.

**“Affordable Rent”** or **“Affordable Housing Cost”** means, with respect to the HOME Units, the maximum amount of monthly Rent to be charged by Participant and paid by the 50% AMI Very Low Income Households occupying the Units at the Site, which shall be determined and calculated in accordance with Section 5.2.5.

**“Agency”** means the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic, exercising governmental functions and powers and organized under the Redevelopment law, and any assignee of or successor to its rights, powers and responsibilities.

**“Agency Agreement”** is defined in Recital H of this City Agreement.

**“Agency Deed of Trust”** means Attachment No. 12 to the Agency Agreement.

**“Agency Loan”** means a loan by the Agency as evidenced by the Agency Note.

**“Agency Note”** means Attachment No. 11 to the Agency Agreement.

**“Agency Participant CC&Rs”** or **“Regulatory Agreement”** means Attachment No. 9 to the Agency Agreement.

**“AMI”** and **“Area Median Income”** means, for purposes of the HOME Units under this City Agreement, the area median income for Riverside County, California, as published annually by TCAC.

**“Annual Financial Statement and Residual Receipts Report”** means the certified financial statement of Participant for the Development using generally accepted accounting principles (“GAAP”), as separately accounted for the Development, including Operating Expenses and Annual Project Revenue, prepared at Participant’s expense, by Reznick Group or another third party certified public accountant acceptable to the Agency in its reasonable discretion, showing, for the previous Operating Year, on an annual basis and in an easily readable format, Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Residual Receipts. Depreciation and other non-cash items shall not be included. As and when requested by Agency along with and as a part of the Annual Financial Statement and Residual Receipts Report, Participant shall submit true, legible, and complete copies of the source documentation supporting the Annual Financial Statement and Residual Receipts Report for the Development.

**“Annual Project Revenue”** means all gross income and all revenues of any kind from the Development in a calendar year, of whatever form or nature, whether direct or indirect, with the exception of the items excluded below, received by, paid to, or for the account or benefit of Participant or any Affiliate of Participant or any of their agents or employees (provided, in no event shall amounts counted as Annual Project Revenue be double counted if paid by a Participant to one or more of its Affiliates), from any and all sources, resulting from or attributable to the operation, leasing and occupancy of the Development, determined on the basis of GAAP applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by tenants of the Development under leases, and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from HUD or any other person or organization, received on behalf of tenants under their leases; (ii) amounts paid to Participant or any Affiliate of Participant on account of Operating Expenses for further disbursement by Participant or such Affiliate to a third party or parties, including, without limitation, grants received to fund social services or other housing supportive services at the Development; (iii) late charges and interest paid on rentals; (iv) rents and receipts from licenses, concessions, vending machines, coin laundry, and similar sources; (v) other fees, charges, or payments not denominated as rental but payable to Participant in connection with the rental of office, retail, storage, or other space in the Development; (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of leases; and (vii) interest and other investment earnings on security deposits, reserve accounts and other Development accounts to the extent disbursed. Notwithstanding the foregoing, Annual Project Revenue shall not include the following items: (a) security deposits from tenants (except when applied by Participant to rent or other amounts owing by tenants); (b) capital contributions to Participant by its members, partners or shareholders (including capital contributions required to pay the portion of the Deferred Developer Fee permitted to be included in eligible basis pursuant to the Tax Credit Rules); (c) condemnation or insurance proceeds; or (d) receipt by an Affiliate of management fees or other bona fide arms-length payments for reasonable and necessary Operating Expenses associated with the Development.

**“Applicable Interest Rate”** means the following rates: (a) as to amounts paid when due, one percent (1%) per annum, compounded annually and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum, compounded annually, and (ii) the maximum rate permitted by applicable law.

**“Application for Disbursement”** is defined in Section 4.16 hereof.

**“Approved Construction and/or Permanent Lender”** means one or more of: California Community Reinvestment Corporation; Bank of America; Wells Fargo Bank; or another mutually acceptable institutional lender.

**“Area”** means the San Bernardino-Riverside County Statistical Area, as periodically defined by HUD.

**“Bank Deed of Trust”** means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and the Participant as trustor and the Title Company or another mutually acceptable title insurer as trustee, in connection with the construction and/or permanent loan provided by an Approved Construction and/or Permanent Lender to Participant.

**“Basic Concept Drawings”** is defined in Section 4.2.1 hereof.

**“Bond Rules”** means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the indenture of trust in connection with the issuance of the Bonds.

**“Bonds”** means multifamily conduit revenue bonds issued in connection with the Development.

**“Bond Regulatory Agreement”** means the regulatory agreement which may be required to be recorded against the Site with respect to the issuance of the Bonds.

**“Building Permit”** means the building permit(s) issued by the City and required for the Improvements.

**“CDLAC”** means the California Debt Limit Allocation Committee.

**“Capital Replacement Reserve”** means a reserve fund to be established by the Participant in such amount as required under the Tax Credit Rules or by one or more lenders.

**“Certificate of Completion”** means Attachment No. 6 to the Agency Agreement.

**“Certification of Continuing Program Compliance”** means the Certificate to be filed by the Participant or its property manager on behalf of the Participant with the City, which Certificate shall be substantially in the form attached hereto as Attachment No. 2.

**“Chargeable Fees and Reserves”** means each of the following, within the respective parameters therefor set forth in this Agreement: (i) Capital Replacement Reserve; and (ii) Operating Reserve.

**“City,”** as defined in the first paragraph hereof, means the City of Moreno Valley, California, a municipal corporation.

**“City Agreement”** is defined in the first paragraph hereof; the term “HOME Agreement” is used interchangeably with the term City Agreement.

**“City Allocable Percentage”** means eight percent (8%), leaving forty-two percent (42%) for the Agency and fifty percent (50%) for the Participant. The foregoing percentages are subject to

adjustment based upon the final amount infused by the City and as may otherwise be agreed among the City, the Agency and the Participant.

**“City Code”** means the Municipal Code of the City of Moreno Valley as may be amended from time to time.

**“City Covenants”** means an instrument in the form of Attachment No. 15 to the Agency Agreement.

**“City Deed of Trust”** means a deed of trust securing the City Note and other obligations of Participant hereunder substantially in the form of Attachment No. 6, hereto.

**“City Lender’s Policy”** means an ALTA lender’s policy of title insurance which conforms to Section 3.3.5 hereof and insures City’s interest under the City Deed of Trust.

**“City Loan”** or **“HOME Loan”** means the loan by the City of the HOME Amount as provided under this City Agreement.

**“City Manager”** means the City Manager of the City or his designee.

**“City Note”** means the promissory note, substantially in the form of Attachment No. 5 hereto, which evidences the City Loan.

**“Closing”** means the recording of each of the City Covenants, the Agency Deed of Trust, the Memorandum of Agreement, the City Deed of Trust, the HOME Covenants, the Primary Construction Loan and the Agency Participant CC&Rs.

**“Closing Deadline”** means October 18, 2011 or such later date as may be mutually agreed in writing by the Agency and the Participant.

**“Conditions Precedent to Disbursement of the HOME Amount”** are set forth in Section 3.1.

**“Contractor”** means a construction contractor, duly licensed in the State of California and bonded and insured as required herein, performing the construction work for the Improvements.

**“County”** means the County of Riverside, California.

**“Date of Agreement”** means June 21, 2011.

**“Debt Service”** means required Debt Service payments for the Primary Construction Loan and/or the Primary Permanent Loan.

**“Default”** is defined in Section 7.1 hereof.

**“Deferred Developer Fee Portion”** means that portion of the Developer Fee approved by TCAC which the Participant is to collect from Residual Receipts.

**“Developer Fee”** means a sum equal to the lesser of: (i) One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) or (ii) that amount determined by TCAC or CDLAC as the

appropriate fee for the Participant in connection with the development of the Site and operation as an affordable housing project under the Agency Agreement and this City Agreement.

**“Development”** means the new apartment complex and associated improvements as required by the Agency Agreement to be: (i) constructed by the Participant upon the Site, with related offsite improvements, as more particularly described in the Scope of Development, and (ii) operated in conformity with each of the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, this City Agreement, the HOME Covenants and the Tax Credit Regulatory Agreement.

**“Escrow Holder”** means the holder of the Escrow for the recordation of the City Deed of Trust and the HOME Covenants, which shall be First American Title or another escrow holder mutually acceptable to the City and the Participant.

**“Event of Default”** has the meaning set forth in Section 7.1.

**“Executive Director”** means the Executive Director of the Agency or his designee or delegate.

**“Federal Program Limitations”** means compliance with the HOME Program and HOME Regulations, defined hereunder, as applicable to the Development, and also includes any and all other applicable federal regulations relating to fair housing and non-discrimination applicable to the Development. Participant covenants, acknowledges, and agrees it is subject to the Redevelopment Law and all Federal Program Limitations, including (with respect to the HOME Units) the HOME Program and HOME Regulations (whichever are most restrictive and to the extent applicable to the Development), in connection with its performance under this City Agreement, and agrees it shall endeavor to cause the use and operation of the HOME Units to conform to the Federal Program Limitations and the Site to conform to the Redevelopment Law.

**“Financing Assumptions”** means a description and delineation of financing assumptions, in a writing on file with the Community and Economic Development Director of the City dated as of March 4, 2011. The Financing Assumptions are utilized solely for the purposes of certain parameters under the Agency Agreement and this City Agreement and do not otherwise constitute a part of this City Agreement. The failure of any financing assumptions shall not excuse performance by the Participant under this City Agreement.

**“Governmental Requirements”** means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction of Participant or the Development.

**“Gross Revenues”** means the total rental income and all other revenues or income received by the Participant or its successors or assigns in connection with the Project, including without limitation Housing Rent, laundry charges, payments in connection with Section 8 certificates (including payments under such certificates that are in excess of the restricted rents defined herein), cable income, the proceeds of refinancing loans to the extent the refinancing loan proceeds exceed the amount of an outstanding loan or loans against the Property, interest earnings, and insurance proceeds but, except for any interest earned thereon, does not include (i) the proceeds of the sale of Tax Credits to finance the Development or (ii) refinancing proceeds (provided the refinancing is permitted by and is accomplished in accordance with the Agency Agreement and this City

Agreement), (iii) those insurance proceeds which are directly applied to repair or reconstruct the Improvements, or (iv) loans or capital contributions made by the Participant or partners of the Participant which have first been approved in writing by the Executive Director or by the holder of the Primary Permanent Loan.

**“Hazardous Materials”** means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) items listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 *et seq.*

**“HOME Agreement”** or **“City Agreement”** means this City Agreement.

**“HOME Amount”** means the sum of One Million Two Hundred Thousand Dollars (\$1,200,000).

**“HOME Covenants”** means Attachment No. 1 to this City Agreement.

**“HOME Program”** means the Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, specifically the HOME Investment Partnership Act, 42 U.S.C. §12701, *et seq.* and the implementing HOME Regulations at 24 CFR §92.1, *et seq.*, as such law now exists and as it may hereafter be amended, to the extent applicable to the Development.

**“HOME Regulations”** means the implementing regulations of the HOME Program set forth at 24 CFR §92.1, *et seq.* as such regulations now exist and as they may hereafter be amended, to the extent applicable to the Development. Participant covenants hereunder to comply with the Redevelopment Law and all applicable HOME Regulations in the performance of this City Agreement, whichever are more restrictive in relation to the HOME Units. In implementation of these requirements, this City Agreement, the Development, and all eligible contributions and expenditures hereunder shall conform to the following:

a. The housing developed hereunder does and shall qualify as affordable housing under 24 CFR §92.252 because each HOME Unit shall be rented at an Affordable Rent; and



b. This City Agreement serves as the written agreement that imposes and enumerates (by meeting or exceeding) as to the HOME Units all of the affordability requirements from 24 CFR §92.252; the property standards requirements of 24 CFR §92.251; and income determinations made in accordance with 24 CFR §92.203.

**“HOME Units”** means ten (10) of the Units (specifically, three (3) three-bedroom Units and seven (7) two-bedroom Units) which shall at any given time be designated as HOME Units and shall be subject to all applicable HOME Regulations. All HOME Units shall be “Low HOME” units pursuant to the HOME Regulations. The HOME Units may be “floating” HOME Units, such that the specific Units designated as HOME Units may change as long as the requirements set forth in the immediately preceding sentence relating to the number of two and three-bedroom Units required to be designated as HOME Units are at all times complied with (subject to allowable increases in tenant income pursuant to Section 5.2 hereof and Section 2.4 of the HOME Covenants). Participant shall designate ten (10) of the Units as HOME Units, in accordance with this paragraph, the HOME Program, and the HOME Regulations. In no event shall the Units designated as HOME Units also be designated as Housing Units receiving Project Based Section 8 assistance.

**“HOME Requirements”** means limitations on household income and/or household size as established by the HOME Regulations.

**“HCD”** means the Housing and Community Development Department of the State of California.

**“Housing Rent”** means the total of monthly payments by the tenants of a Unit for (a) use and occupancy for the Unit and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Participant which are required of all tenants of the Units, other than security deposits, (c) a reasonable allowance for utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity and gas, as determined by regulation of Housing Authority of the County of Riverside pursuant to 24 C.F.R. Section 5.600 *et seq.* or other method of determining utility allowances as permitted by TCAC and (d) possessory interest, taxes or other fees or charges assessed for the use of the Units and facilities associated therewith by a public or private entity other than the Participant.

**“HUD”** means the United States Department of Housing and Urban Development.

**“Improvements”** means all of the improvements described in or referenced in the Scope of Development.

**“Income Verification”** means Attachment No. 10 to the Agency Agreement.

**“Legal Description of the Site”** means Attachment No. 2 to the Agency Agreement. The Legal Description of the Site is also set forth at Exhibit A to the HOME Covenants.

**“Low Income Households” or “Lower Income Households”** means households earning not greater than sixty percent (60%) of Median Income.

**“Low Income Unit” or “Lower Income Unit”** means a Unit occupied at Affordable Rent by a Low Income (or Lower Income) Household.

“**Maturity Date**” means the fifty-eighth (58<sup>th</sup>) anniversary of the July 1<sup>st</sup> first following the Date of Agreement (namely, July 1, 2066).

“**Median Income**” means Median Income for the Area (namely, Riverside County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

“**Memorandum of Agreement**” means a memorandum of agreement in the form of Attachment No. 9 to this City Agreement.

“**Notice**” means a notice in the form prescribed by Section 8.2 hereof.

“**Operating Expenses**” means actual, reasonable and customary costs, fees and expenses directly incurred and for which payment has been made and which are attributable to the operation, maintenance, and management of the Development, excluding the Capital Replacement Reserve and consisting of only the following (and such additional items, if any, as to which the prior written approval of the Executive Director is first obtained. Such approval shall be granted, granted subject to conditions, or refused at the sole and absolute discretion of the Executive Director): painting, cleaning, repairs and alterations; landscaping; utilities; rubbish removal; sewer charges; costs incurred to third parties in connection with generating laundry charges (but in no event to exceed the laundry charges); real and personal property taxes and assessments; insurance premiums; security; advertising, promotion and publicity; office, janitorial, cleaning and building supplies; the cost of social services and other housing supportive services provided at the Development consistent with Participant’s approved application(s) to TCAC or CDLAC of the Site, actual and customary salary payable to an on-site manager which directly and exclusively benefits residents of the Development; the actual and customary salary paid for the Development’s site management staff; a management fee (“Management Fee”) (excluding any on-site management personnel) of not to exceed six percent (6%) of Gross Revenues; payments on any deferred portion of the Developer Fee; an asset management fee of not to exceed the amount provided in the Participant’s partnership agreement in effect on the date of commencement of construction of the Development (“Partnership Agreement”); partnership management fees for the administrative general partner and the managing general partner in such amounts as may be provided in the Partnership Agreement; an asset management fee and/or a management fee of not to exceed the amount established therefor under the Financing Assumptions; reasonable and customary fees and expenses of accountants, attorneys, consultants and other professionals as incurred commencing after the completion of the Improvements (as evidenced by the issuance by City of a certificate of occupancy for the corresponding building developed as part of the Improvements) in connection with the operation of the Project; tenant improvements that are not included in the costs of the Improvements, and payments made by the Participant to satisfy indemnity obligations and other payments by the Participant pursuant to the Agency Agreement and this City Agreement other than to the Participant, partners or other Related Entities; provided, however, that payments to parties related to Participant for Operating Expenses must not exceed market rates. The Operating Expenses shall not include non-cash expenses, including without limitation, depreciation. The Operating Expenses shall be reported in the Annual Financial Statement and Residual Receipts Report and shall be broken out in line item detail.

“**Operating Reserve**” means a reserve fund to be established by the Participant as a reserve for operating expenses in such amounts as Participant’s lenders and investors or TCAC may require. Any disbursements from the Operating Reserve shall be repaid by Participant from available cash flow senior to payments to the Agency under the Agency Note and prior to payments to City under

the City Note. Interest earned on moneys held in the Operating Reserve shall be retained in the Operating Reserve. To the extent Participant is required to maintain an Operating Reserve by any Approved Construction and/or Permanent Lender, Participant shall receive a credit hereunder for such amounts maintained by Participant in compliance with such Approved Construction and/or Permanent Lender operating reserve requirement. It is contemplated that the Operating Reserve will be held by the Permanent Lender or investor. The Operating Reserve shall be maintained throughout the term required by the Permanent Lender or investor.

“**Operating Year**” means the period commencing as of the Date of Agreement and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Required Covenant Period.

“**Participant**” means MV Hemlock Limited Partnership, a California limited partnership.

“**Participant Certificate to City**” means a certificate in the form of Attachment No. 3 hereto.

“**Permitted Senior Lien**” means a loan or loans in favor of an institutional lender or lenders approved by the Agency and City, in an amount not to exceed the estimated cost of the Improvements not funded by the HOME Amount, the Agency Loan or available Tax Credit proceeds, as more particularly described in the Financing Assumptions subject to further confirmation and approval by the Executive Director), which secures repayment of a construction loan or permanent loan made at prevailing market rates.

“**Prescribed Rent Levels and Tenant Mix**” means the following: (i) fourteen (14) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (ii) thirty-nine (39) two-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; (iii) eleven (11) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than fifty percent (50%) of Median Income; (iv) an additional thirteen (13) three-bedroom Units, which shall be available at Affordable Rent to households earning not greater than eighty percent (80%) of Median Income; and (v) one (1) additional three-bedroom Unit which shall not be restricted to occupancy on the basis of affordable rent or income, such unit to be occupied by an on-site manager.

Wherever reference is made in this City Agreement (including without limitation the Attachments hereto) to numbers of Units and affordability levels, the corresponding provisions shall be deemed subject to and shall be adjusted to reflect such modifications to rent levels and tenant mix as are set forth in the preceding portion of this definition.

“**Primary Construction Loan**” means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Project pursuant to the Agency Agreement.

“**Primary Permanent Loan**” means the first trust deed loan obtained by the Participant from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount up to the amount required to satisfy the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance so

long as such excess proceeds are used to pay (or prepay) Residual Receipts Note Payments under the Agency Note and/or the City Note and outstanding development costs.

“**Principals**” means, for purposes of this Agreement, each of: James M. Jernigan and Rancho Belago Developers, Inc., a California corporation.

“**Project Based Section 8**” means housing choice vouchers held by City and/or the Riverside County Housing Authority pursuant to annual and/or multi-year contribution contract(s) with HUD, which may be used to assist specific housing units as authorized by Section 8(o)(13) of the U.S. Housing Act of 1937, 42 U.S.C. Section 1437f(o)(13), and the implementing regulations set forth at 24 CFR Part 983.

“**Project Documents**” means, collectively, this City Agreement, the Agency Agreement, the Agency Participant CC&Rs, the Bond Regulatory Agreement, the City Covenants, the Tax Credit Regulatory Agreement, the HOME Covenants, the City Deed of Trust, the City Note, the Memorandum of Agreement, all other Attachments to this City Agreement, and any other agreement, document, or instrument that City requires in connection with the execution of this City Agreement or from time to time to effectuate the purposes of this City Agreement.

“**Redevelopment Plan**” is defined in Section 1.5 hereof.

“**Related Entity**” means a Principal or an entity in which any interest is held by the Participant or one or more of the Principals.

“**Relocation**” or “**Relocation Laws**” means all applicable federal and state relocation laws and regulations, including without limitation, (i) the relocation obligations of the HOME Program and HOME Regulations, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), 42 U.S.C. 4201–4655, and the implementing regulations thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq.* and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq.* of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses), and (iv) any federal law or regulation prohibiting payment of relocation benefits or assistance to persons ineligible for relocation benefits or assistance. Participant shall be solely responsible for payment of any and all costs, expenses, and payments required to be made and/or incurred pursuant to any and all applicable Relocation Laws; City shall not incur any costs or expenses as a result of the application of the Relocation Laws to the Development or this City Agreement, nor shall City Loan proceeds be used to pay costs of Relocation incurred by Participant in connection with the Development.

“**Reporting Amounts**” means the sum of Two Hundred Fifty Hundred Dollars (\$250.00) per unit per year for each dwelling unit as to which the Participant fails to deliver to Agency, during any Operating Year, a full and adequate report that conforms to Section 33418 of the California Health and Safety Code and/or to City a report that conforms to the HOME Covenants.

“**Request for Notice of Default**” means a request for notice substantially in the form of Attachment No. 4 to this City Agreement.

**“Required Affordable Units”** means not fewer than seventy-seven (77) of the seventy-eight (78) of the dwelling units required to be developed on the Site under this Agreement.

**“Required Covenant Period”** means a period of fifty-eight (58) years from the date the Agency Participant CC&Rs are recorded, as more particularly set forth in the Agency Participant CC&Rs.

**“Residual Receipts”** for a particular Operating Year means Gross Revenues for the corresponding Operating Year less (i) Debt Service payments made during such Operating Year on the Primary Construction Loan or the Primary Permanent Loan in amounts not in excess of the amounts due and payable during such Operating Year (and not including prepayments), and (ii) the sum of (a) Operating Expenses and, to the extent funded, (b) Chargeable Fees and Reserves as required by the Agency Agreement and/or this City Agreement and made during the corresponding Operating Year (iii) payments made for the deferred portion of the Developer Fee. All calculations of Residual Receipts shall be made annually, on or before June 15 for the preceding Operating Year, on a cash (and not accrual) basis and the components thereof shall be subject to verification and approval, on an annual basis, based upon conformity with the terms of the Agency Agreement (as confirmed by the Agency) and with the terms of this City Agreement (as confirmed by the City). Provided that the written approval of the City Manager is first obtained (which may be given or withheld at the City Manager’s discretion), the method of accounting, time for submittal of calculations and Operating Year may be modified from time to time.

**“Residual Receipts Note Payments”** or **“Note Payments”**, as those terms are used in this City Agreement, means all payments required to be made pursuant to the City Note.

**“Schedule of Performance”** means Attachment No. 3 to the Agency Agreement. All instruments required to be recorded under this City Agreement shall be recorded by the time established in the Schedule of Performance for the security of the Agency Participant CC&Rs.

**“Scope of Development”** means Attachment No. 7 to the Agency Agreement.

**“Section 3 Clause”** and **“Section 3”** means and refers to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, as amended. City has prepared or shall prepare a Section 3 “checklist” and other forms related to Section 3 compliance; and as provided by City to Participant, Contractor, subcontractor(s), or other contractor(s), as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies and to the extent required by 24 CFR part 135. For purposes of this Section 3 Clause and compliance thereto, whenever the word “contractor” is used it means and include, as applicable, Participant, Contractor, other contractor(s), and subcontractor(s).

Participant hereby acknowledges and agrees the responsibility for compliance with all Section 3 Clause federal requirements as to Participant, its Contractor, or other contractor(s), subcontractor(s), and other agents is the primary obligation of Participant. Participant shall provide or cause to be provided to its Contractor, and each of its other contractor(s), subcontractor(s) and agents a checklist for compliance with Section 3 federal requirements, to obtain from such Contractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 documentation and proof of compliance to the City Manager.

The particular text to be utilized in any and all contracts of any contractor doing work covered by Section 3, and to the extent required by 24 CFR Part 135, shall be in substantially the form of the following, as reasonably determined by City Manager, or as directed by HUD or its representative, and shall be executed by the applicable contractor under penalty of perjury:

“(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons inclusive of 50% AMI Very Low Income Households served by the Development (as defined in the Affordable Housing Agreement (HOME) and the HOME Covenants), particularly persons who are recipients of HUD assistance for housing.

“(ii) The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

“(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of notices in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

“(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

“(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (a) after the contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

“(vi) Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

“(vii) With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that

to the greatest extent feasible, (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).”

After the foregoing Section 3 Clause, Participant and/or Contractor, as applicable, shall add the signature block of Contractor (or other contractor(s) and subcontractor(s), as applicable) and add the following text immediately above the signature block: “The contractor/provider by this his signature affixed hereto declares under penalty of perjury that contractor has read the requirements of this Section 3 Clause and accepts all its requirements contained therein for all of his operations related to this contract.”

“**Site**” means that real property depicted on the Site Map and described with greater particularity by the Legal Description of the Site. The Site consists of two noncontiguous parcels.

“**Site Map**” means Attachment No. 1 to the Agency Agreement.

“**Site Value**” means the value of the Site as of the Date of Agreement, namely One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000).

“**Stabilized Occupancy**” means occupancy of at least ninety percent (90%) of the Units for three (3) consecutive months.

“**Tax Credit Deadline**” means July 20, 2011 or such other date established by TCAC as a subsequent round funding deadline for 4% Tax Credits during 2011.

“**TCAC**” means the Tax Credit Allocation Committee of the State of California.

“**Tax Credit Regulatory Agreement**” means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of tax credits in the event a preliminary reservation is obtained from TCAC, as set forth in Section 5.2.6 hereof.

“**Tax Credit Rules**” means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation program regulations promulgated by TCAC.

“**Tax Credits**” or “**4% Tax Credits**” means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*

“**Title Company**” shall be First American Title or another title insurer mutually acceptable to the City and the Participant.

“**Unit**” or “**Housing Unit**” means each of the seventy-eight (78) dwelling units required to be developed by the Participant under the Agency Agreement and this City Agreement.

“**Very Low Income Households**” means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

“**Very Low Income Unit**” means a Unit occupied at Affordable Rent by a Very Low Income Household.

“**Year**” means a calendar year.

“**50% AMI Very Low Income Households**” means those households earning not greater than fifty percent (50%) of Riverside County Area Median Income, adjusted for household size, which is set forth by regulation of TCAC.

**1.2 Singular and Plural Terms.** Any defined term used in the plural in this City Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

**1.3 References and Other Terms.** Any reference to this City Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Exhibits shall be construed as references to this City Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term “document” is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms “including” and “include” mean “including (include) without limitation.”

**1.4 Exhibits Incorporated.** All attachments and exhibits to this City Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

**1.5 The Redevelopment Plan and the HOME Program.** The Redevelopment Plan for the Moreno Valley Redevelopment Project (the “Redevelopment Project”) was approved by Ordinance No. 154. The project area of the Redevelopment Project is referred to herein as the “Project Area.” The use of the Site for affordable housing purposes under the Agency Agreement and this City Agreement is of benefit to the Project Area. This Agreement is made pursuant to the Redevelopment Plan, in addition to implementing the City’s goals in connection with the HOME Program. The Participant has reviewed the Redevelopment Plan and agrees to perform under this Agreement in conformity with the Redevelopment Plan and this Agreement. The Participant is familiar with the HOME Program, including without limitation the HOME Requirements and the HOME Regulations, and shall perform its obligations under this City Agreement in conformance therewith.

**1.6 Representations and Warranties of Participant; Acknowledgement and Statement of Overriding Conditions.** Participant represents and warrants to City as follows:

(a) **Authority.** Participant is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Participant has full right, power and lawful authority to lease and accept title to and possession of the Site and undertake all obligations as provided herein and the execution, performance and delivery of this City Agreement by Participant has been fully authorized by all requisite actions on the part of the



Participant. The parties who have executed this City Agreement on behalf of Participant are authorized to bind Participant by their signatures hereto.

(b) **Litigation.** To the best of Participant's knowledge, there are no material actions, suits, claims, legal proceedings, or any other proceedings affecting the Participant, at law or in equity before any court or governmental agency, domestic or foreign.

(c) **No Conflict.** To the best of Participant's knowledge, Participant's execution, delivery, and performance of its obligations under this City Agreement will not constitute a default or a breach under any contract, agreement or order to which Participant is a party or by which it is bound.

(d) **No Participant Bankruptcy.** Participant is not the subject of a bankruptcy proceeding.

(e) **Participant Experience; Sophisticated Party.** The Principals of Participant are sophisticated parties, with substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects and with the negotiation, review, and preparation of agreements and other documents in connection with such activities, including without limitation the HOME Regulations. The Participant is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Development, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this City Agreement.

(f) **Ownership of the Site.** Participant holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site for an amount equal to the Site Value.

(g) **Tax Credits.** Participant has applied for or obtained a preliminary reservation of Tax Credits for the Development.

(h) **Due Authorization and Execution; Studies Completed.** Participant has duly authorized the execution of this City Agreement, the City Covenants, the HOME Covenants, the City Note, the City Deed of Trust, the Agency Participant CC&Rs, the Agency Note and the Agency Deed of Trust. Participant is ready, willing and able to execute the City Covenants, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the City Note and the City Deed of Trust and has conducted all studies necessary to proceed with the Development. Concurrently with the execution of this Agreement by Agency or within three (3) calendar days thereafter, Participant shall execute and deposit with the Agency (to be held pending satisfaction of the Conditions Precedent to Closing as set forth in Section 3.1 hereunder) the City Covenants, the Agency Participant CC&Rs, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Note, the Agency Deed of Trust, and all documents necessary to effectuate the development and operation of improvements as required under the Agency Agreement and this City Agreement.

Until the recording of the City Covenants, the HOME Covenants and the Agency Participant CC&Rs, whichever shall last occur, Participant shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.6 not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a

representation shall not be deemed a breach by Participant hereunder, but shall constitute an exception which City shall have a right to approve or disapprove if such exception would have an adverse effect on the development and/or operation of the Site. If City elects to proceed with the recording of the HOME Covenants following disclosure of such information, Participant's representations and warranties contained herein shall be deemed to have been made as of the recording of each of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants and any instruments required to be recorded under this City Agreement, subject to such exception(s).

## **2. SITE CONTROL; PARTICIPANT PAYMENTS**

### **2.1 Ownership of the Site; Obligation to Develop and Operate.**

The Participant warrants and represents that it holds fee title to the Site or has entered into a legally enforceable agreement to acquire the Site and that the Participant has undertaken and completed at its expense an investigation of the Site, including without limitation condition of title, the presence of any hazardous materials and other surface and subsurface conditions, and the suitability of the Site for the Improvements required pursuant to the Agency Agreement or this City Agreement. The Participant has selected the Site and has determined that it is suitable for all development and uses as provided for pursuant to the Agency Agreement and this City Agreement. Prior to the Date of Agreement, the Participant has obtained a preliminary title report by the Title Company. Participant has reviewed the condition of title to the Site and the condition of the Site, and all such matters are satisfactory to the Participant.

The Participant hereby waives, releases and discharges forever, and indemnifies each of the Agency and the City, and their employees, officers, agents and representatives, from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, present and future, arising out of or in any way connected with the condition of the Site, any Hazardous Materials on the Site, or the existence of Hazardous Materials Contamination due to the generation of Hazardous Materials from the Site, however they came to be placed there.

The Participant acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Participant waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

In consideration of the provision of the HOME Amount, the Participant shall develop the Site and operate the Improvements as an affordable housing project in strict conformity with this City Agreement, as well as the Agency Agreement, and shall make all Residual Receipts Note Payments, all payments required under the Agency Agreement and this City Agreement and shall comply with and cause the use of the Site in conformance with the Agency Participant CC&Rs, the City Covenants and the HOME Covenants throughout the Required Covenant Period.

**2.2 Participant Payments to City.** The City Note provides for the Participant to make payments to the City, which obligation is further evidenced by the City Note. Amounts payable to the City shall be paid in accordance with the terms of the City Note.

### **3. THE HOME AMOUNT; PAYMENTS UNDER THE CITY NOTE**

**3.1 City's Conditions to Disbursement of the HOME Amount.** The City shall not disburse any portion of the HOME Amount to the Participant, as provided pursuant to this Agreement, unless and until each and every one of the following conditions precedent (the "Conditions Precedent to Disbursement of the HOME Amount") has been fully satisfied, as determined in good faith by the Executive Director (each of which condition[s], if it requires action by Participant, shall also be a covenant of Participant):

(a) **Title to Site.** Participant shall have provided proof satisfactory to the Executive Director that Participant holds fee title to the Site.

(b) **Recording of Certain Documents.** The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Affordability Restriction Notice, the Agency Deed of Trust, the City Deed of Trust, the HOME Covenants and any additional instruments required to be recorded under this City Agreement have all been recorded.

(c) **Evidence of Financing.** Participant shall have provided written proof acceptable to City Manager on behalf of City that the Participant has obtained a binding commitment for permanent financing, consistent with the Financing Assumptions.

(d) **Allocation of 4% Tax Credits.** TCAC shall have issued a preliminary reservation of 4% Tax Credits and the Participant shall have satisfied all conditions precedent to such preliminary reservation.

(e) **Title Insurance.** Participant shall have obtained at its expense and caused to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the HOME Amount) showing a lien position conforming to this City Agreement.

(f) **Participant Certification to City.** City shall have received satisfactory evidence that the financing assumptions for the Improvements as set forth in the Financing Assumptions have not changed, including Participant's written certification (in the form of the Participant Certificate to City signed by an officer of Participant) to such effect.

(g) **Corporate Resolution.** Participant shall deliver to City certified copies of the resolutions of Participant's board of directors specifically authorizing (or ratifying) the execution of this City Agreement, the City Note, the City Deed of Trust, the HOME Covenants, the Agency Participant CC&Rs, the Agency Note, the Agency Deed of Trust, the Agency Participant CC&Rs, the Affordability Restriction Notice, and any other implementing documents and identifying the individual(s) with authority to enter into non-material implementation agreements and/or amendments to this City Agreement and make ongoing decisions relating to the acquisition, development, and operation of the Development.

(h) **Insurance.** Agency shall have received evidence, satisfactory to Executive Director, that all of the insurance policies required by Section 4.5, below, are in full force and effect.

(i) **Completion of Improvements; Stabilized Occupancy.** Stabilized Occupancy shall have been achieved following completion of construction of the Improvements. Completion of the Improvements shall be evidenced by a certificate of occupancy as to all Units required to be developed on the Site under the Agency Agreement.

(j) **Representations and Warranties.** The representations and warranties of Participant contained in this City Agreement shall be correct as of the request for disbursement of the HOME Amount as though made on and as of that date, and Executive Director shall have received a certificate to that effect in the form of the Participant Certificate to City signed by an officer of Participant.

(k) **No Default.** No Event of Default by Participant shall have occurred under the Agency Agreement or this City Agreement, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agency Agreement or this City Agreement, and Executive Director shall have received a certificate to that effect signed by an officer of Participant.

All conditions set forth in this Section 3.1, or to City's obligations hereunder, are for City's benefit only and City Manager may waive all or any part of such rights by written notice to Participant. If City Manager shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Agency's approval, or if any of the conditions set forth in this City Agreement are not met within the times called for, City may, upon ten (10) days' written notification, terminate this City Agreement if one or more of such defaults or failures is not cured within such ten (10) day period; such termination shall be without any further liability on the part of City and is to be memorialized by written notice to the Participant stating that this City Agreement has been terminated. Escrow Holder shall thereupon, without the necessity of further consent from Participant, return to each party the documents and funds deposited by them.

**3.2 HOME Amount.** Subject to the prior satisfaction of the Conditions Precedent to Disbursement, the Agency agrees to disburse the HOME Amount. Disbursement of the HOME Amount shall be accomplished at the time(s) and in the manner prescribed by Section 4.16 of this City Agreement. The HOME Amount is being disbursed as a loan, all of the HOME Amount to be repaid from Residual Receipts as set forth in the City Note. The City Note shall be secured by the City Deed of Trust. The City Deed of Trust is to be recorded against the Site (which deed of trust shall be subordinate to the liens securing repayment of the Primary Construction Loan and the Primary Permanent Loan.

**3.3 City Note; Submittal of Annual Financial Statement and Residual Receipts Reports.** The Participant shall, prior to disbursement of any of the HOME Amount by City, execute and deliver to City the City Note, and shall additionally execute and cause to be recorded as to the Site the City Deed of Trust, the HOME Covenants and the Memorandum of Agreement. The Participant shall make all payments as provided under the City Note.

The Participant shall annually, at the time the Participant makes its Annual Financial Statement and Residual Receipts Report to tax credit investors or its lenders, but not later than

June 15 as to the preceding calendar year, submit its Annual Financial Statement and Residual Receipts Report to the City. Such submittals to City shall continue until the City Note has been satisfied and the City Deed of Trust reconveyed; provided that additional submittals required under the Agency Agreement shall continue for the period provided therefor in the Agency Agreement.

**3.3.1 Residual Receipts Report.** Participant shall annually, on or before June 15, commencing in the first year after the issuance of the first certificate of occupancy for the Development issued by City's building official, submit to the City a Residual Receipts Report for the Development, which shall provide the basis for Participant's payment of Residual Receipts to the City.

**3.3.2 Annual Financial Statement.** Participant shall also annually submit to the City (as well as Agency), on or before the June 15 nearest following the end of Participant's Operating Year, commencing in the Operating Year after the issuance of the first certificate of occupancy for the Development, Annual Financial Statement and Residual Receipt Reports as to the Development that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such Annual Financial Statement and Residual Receipts Report presents the financial position, results of operations, and cash flows fairly and in accordance with GAAP, as to the Development.

**3.3.3 Prepayment.** The City Loan shall be subject to prepayment on terms and conditions reasonably acceptable to the Executive Director in his/her reasonable discretion.

**3.3.4 Assumption.** The City Note shall not be assumable by successors and assigns of Participant without the prior written consent of the City pursuant to Section 7.11 hereof (which may be given, refused or conditioned at the sole discretion and absolute discretion of the City).

**3.3.5 Security for the City Loan.** The City Note shall be secured by the City Deed of Trust to be recorded as an encumbrance to Participant's interest in the Site as provided herein. The City Deed of Trust and the HOME Covenants shall be recorded prior to or concurrently with the Agency Participant CC&Rs and the Agency Deed of Trust. The City Deed of Trust securing the City Note for the Development shall be junior and subordinate to the Primary Loan, which is to be considered for approval by the Agency pursuant to Section 4.15 hereto in accordance with the standards set forth therein. The City Deed of Trust shall be senior and non subordinate to all other financing, encumbrances, and liens, including without limitation the Agency Deed of Trust, except the approved Primary Loan, and such other loan(s) as may be approved by the City pursuant to Section 4.15 hereof. City shall receive, at Participant's expense, the City Lender's Policy, given by First American Title or another mutually acceptable title insurer, insuring City's interest under the City Deed of Trust consistent with the requirements of this Section 3.3.5.

Concurrent with or following the recording of the HOME Covenants and the City Deed of Trust, City may cause the Title Company or Escrow Holder to prepare and cause to be recorded on City's behalf a Request for Notice of Default as to any deed of trust or other encumbrance as to the Site senior to the City Deed of Trust.

#### **4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING**

**4.1 Scope of Development.** The Participant shall develop the Improvements in accordance with the Scope of Development, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Development and the plans for the Improvements which have been approved by the Agency and/or City, the approved Development plans shall control.

#### **4.2 Design Review.**

**4.2.1 Participant Submissions.** Prior to the Date of Agreement, in connection with its application for land use approvals by the City, the Participant submitted “Basic Concept Drawings” for the Improvements. Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall submit to the City any plans and drawings (collectively, the “Design Development Drawings”) which may be required by the City with respect to any permits which are required to be obtained to develop the Improvements, which the City shall comment on and return to the Participant within fifteen (15) days from the date of receipt thereof. Participant, on or prior to the date set forth in the Schedule of Performance, shall submit to the City such plans for the Improvements as required by the City in order for Participant to obtain building permits for the Improvements. Within thirty (30) days after the City’s disapproval or conditional approval of such plans, Participant shall revise the portions of such plans identified by the City as requiring revisions and resubmit the revised plans to the City.

**4.2.2 City Review and Approval.** The City shall have all rights to review and approve or disapprove all Design Development Drawings modified or first submitted after the Date of Agreement and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed to constitute the City’s approval of any or all of the Design Development Drawings or to limit or affect the City’s review and right to approve, approve subject to conditions, or disapprove Design Development Drawings, plans, drawings, applications, or submittals.

**4.2.3 Revisions.** Any and all change orders or revisions required by the City and its inspectors which are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Participant in its Design Development Drawings and other required submittals and shall be completed during the construction of the Improvements.

**4.2.4 Defects in Plans.** The Agency and the City shall not be responsible either to the Participant or to third parties in any way for any defects in the Design Development Drawings, nor for any structural or other defects in any work done according to the approved Design Development Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

**4.2.5 Land Use Approvals.** Before commencement of construction of the Improvements or other works of improvement upon the Site, the Participant shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Agency as set forth herein. The Participant shall, without limitation, apply for and

secure, and pay all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over the Improvements.

**4.3 Time of Performance; Progress Reports.** The Participant shall submit all Design Development Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than fifteen (15) days except when due to causes beyond the control and without the fault of Participant as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Completion, Participant shall provide timely reports of the progress of construction when requested by the Executive Director. Participant shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

**4.4 Cost of Construction.** The cost of planning, designing, developing, and constructing the Improvements shall be borne solely by the Participant; provided that provisions hereof providing for the disbursement of the HOME Amount, on a loan basis, shall be effective as set forth in this City Agreement and the Agency Agreement shall be enforceable according to their respective terms. All fees imposed by any governmental entity in connection with the acquisition of the Site or the development of the Improvements shall be borne by Participant and shall be paid when due by Participant.

Participant shall be responsible for and bear the costs, if any, associated with the application of Relocation Laws to the Development.

**4.5 Insurance Requirements.** Commencing as of Closing and continuing throughout the Required Covenant Period, Participant shall maintain at Participant's sole expense, with insurers reasonably approved by City, the following policies of insurance in form and substance reasonably satisfactory to City:

(a) workers' compensation insurance and (in addition to such insurance as is described in subsections (b), (c), (d) and (e) of this Section 4.5) additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(b) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(c) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(d) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000 for “single occurrence;” and

(e) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (b) and (c) shall include a “lender’s loss payable endorsement” (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (d) and (e). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars (\$10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder’s rating of A or better in the most recent edition of “Best’s Key Rating Guide—Property and Casualty.” The required certificate shall be furnished by Participant at the time set forth herein.

**4.5.2 Waiver of Subrogation.** Participant hereby waives all rights to recover against City (or any officer, employee, agent or representative of City) for any loss incurred by Participant from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Participant shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

**4.6 Obligation to Repair and Restore Damage Due to Casualty.** If during the period of construction the Improvements shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Participant, Participant shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to the Agency Agreement and/or this City Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration and Participant shall complete the same as soon as possible thereafter so that the Improvements can be occupied as an affordable housing project in accordance with the Agency Agreement and this City Agreement. In no event shall the repair, replacement, or restoration period exceed fourteen (14) months from the date Participant obtains insurance proceeds unless the City Manager, in his or her sole and absolute discretion, approves a longer period of time. If the then-



existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Participant may elect not to repair, replace, or restore the Improvements by giving notice to City (in which event Participant will be entitled to all insurance proceeds after paying to City from such proceeds an amount equal to any assistance expended by City but Participant shall be required to remove all debris from the Site) or Participant may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction, and the City may pursue remedies of its choosing under this City Agreement, including without limitation termination.

**4.7 Indemnity.** Participant shall defend (by counsel satisfactory to City), indemnify and save and hold harmless Agency and City and their officers, contractors, agents and employees (collectively, the “Indemnitees”) from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys’ fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.9 hereof); (ii) the disbursement of the HOME Amount; (iii) a claim, demand or cause of action that any person has or asserts against Participant; (iv) any act or omission of Participant, any contractor, subcontractor or material supplier, engineer, architect or other person with respect to the Site; (v) the ownership, occupancy or use of the Site; or (vi) claims or losses based upon statutes or regulations providing for the payment relocation benefits, the rendering of relocation advisory assistance, payments for loss of business or loss of goodwill in connection with the acquisition of the Site and the preparation of the Site for the development and operation of the Improvements. Notwithstanding the foregoing, Participant shall not be obligated to indemnify the City with respect to the consequences of any act of gross negligence or willful misconduct of the City. Participant’s obligations under this Section 4.7 shall survive the issuance of the Certificate of Completion and termination of this Agreement; the requirements under this Section 4.7 are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants.

The Participant shall reimburse the City immediately upon written demand for all costs reasonably incurred by the City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Project Documents and all related matters including the following: (a) the City’s commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by the City, provided that City gives written demand to the Participant at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Completion and termination of this City Agreement and are in addition to and do not limit the obligations of the Participant under the Agency Participant CC&Rs, the HOME Covenants or the City Covenants.

The Participant shall indemnify the City from any real estate commissions or brokerage fees which may arise from this City Agreement or the Site, including without limitation the acquisition of the Site by the Participant, or the leasing of dwelling units on the Site. The Participant represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Participant agrees to hold the City harmless from any claim by any broker, agent or finder in connection with this City Agreement, the activities by the Participant, or the Site.

In addition, and without limitation to the foregoing, Participant agrees to indemnify, defend and hold City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site which occurs after the first to occur of (i) the acquisition of the Site by City (or Participant) or (ii) the Closing. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. At the request of the Participant, the City shall cooperate with and assist the Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that the City shall not be obligated to incur any expense in connection with such cooperation or assistance. Upon the Closing, the Participant shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, the Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials.

Participant acknowledges that any commitment by Agency or City hereunder to provide a portion of the funding for the Development, as otherwise set forth herein, shall only be accomplished through fund balance from redevelopment housing set-aside funds and/or the HOME Amount. The Participant fully understands and acknowledges that any provision of funding by the Agency or the City shall be accomplished from the combination of those two sources of funding and shall not constitute an obligation of the City's general fund.

Participant acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. Participant has informed itself of all matters it deems relevant in connection with such circumstances and exonerates each of the Agency and the City from any responsibilities in relation thereto.

**4.8 Rights of Access.** Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this City Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as City representatives comply with all safety rules. City representatives shall, except in emergency situations, notify the Participant prior to exercising its rights pursuant to this Section 4.8. The foregoing portion of this Section 4.8 shall be in addition to the authority of the City to enforce planning enactments and building and safety laws and to engage in activities in connection therewith.

#### **4.9 Compliance With Laws and Federal Program Limitations.**

**4.9.1 HOME Program.** Because the City Loan will be provided with HOME Program funds, Participant shall carry out the Improvements and the operation of the HOME Units in conformity with all requirements of the HOME Program to the extent applicable to the Development. In the event Participant desires to change the affordable housing or maintenance requirements for the Site from the specific requirements set forth in this City Agreement in order to comply with a subsequently enacted amendment to the HOME Program, Participant shall notify City in writing of such proposed change and the amendment related thereto at least thirty (30) days prior to implementing such change. In the event City disapproves of such change and Participant's interpretation of the amendment related thereto, City shall notify Participant of its disapproval in writing and the parties shall seek clarification from the appropriate HUD Field Office. Only if HUD concurs with Participant's interpretation of the HOME Program (the respect to HOME Units only) shall Participant be permitted to implement the proposed change.

**4.9.2 Federal Funding of City Loan.** Due to the source of funding for the City Loan from HOME Program funds, which is a federal revenue source, Participant shall comply with all applicable Federal Program Limitations, including without limitation, the following federal provisions.

(a) **Housing Quality Standards.** Participant agrees to develop the Improvements in accordance with the Federal Housing Quality Standards, 24 CFR §982.401, the Moreno Valley Municipal Code and all other applicable local codes, rehabilitation standards, state and local requirements, zoning ordinances, other ordinances and regulations.

(b) **Labor Standards (Davis-Bacon).** In addition to compliance with Section 4.9.1, the Construction Contract for the Improvements, as well as any other contract for the Improvements, shall contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of the United States Department of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §276a-276a-5), will be paid to all laborers and mechanics employed in the Improvement work, and such contract(s) shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701, *et seq.*), unless an exemption from such requirement and from state prevailing wages is applicable. If required, participating contractors, subcontractors, and other participants must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Participant shall supply to City certification, in form and substance satisfactory to HUD and City Manager, as to compliance with the provisions of this Section before receiving any disbursement of federal funds for the Rehabilitation work.

(c) **Handicapped Accessibility.** Participant shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted with federal funds; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR 35-36 in order to provide handicapped accessibility to the extent readily achievable.

(d) **Use of Debarred, Suspended, or Ineligible Participants.** Participant shall comply with the provisions of 24 CFR 24 relating to the employment, engagement

of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

(e) **Maintenance of Drug-Free Workplace.** Participant shall certify that Participant will provide a drug-free workplace in accordance with 24 CFR 24F.

(f) **Lead-Based Paint.** City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing. In this regard, Participant shall comply with all federal requirements relating to lead-based paint.

(g) **Affirmative Marketing.** Participant shall adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

(h) **Equal Opportunity and Fair Housing.** Participant shall carry out the Development and perform its obligations under this City Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

(i) **Energy Conservation Standards.** As applicable to the Development, Participant shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

**4.9.3 Requests for Disbursements of Funds.** Participant may not request disbursements of funds hereunder until the funds are needed for payment of eligible costs of the Development.

(a) **Eligible Costs.** Participant shall only use HOME Program funds to pay costs defined as “eligible costs” under Federal Program Limitations.

(b) **Records and Reports.** Participant shall maintain and from time to time submit to City such records, reports and information as City Manager may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

(c) **Conflict of Interest.** Participant shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

(d) **Conflicts between and among Federal Program Limitations and the Redevelopment Law.** If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

(e) **Layering Review.** Participant acknowledges that a layering review will be performed in accordance with Federal Program Limitations. In connection with such review

Participant acknowledges and agrees it shall be required to represent and certify to City that no government assistance other than the City Loan, the Agency Loan and, as applicable, the Tax Credits, has been obtained or is contemplated to be obtained for the acquisition and development of the Site. If such layering review is conducted, Participant agrees to notify City in the event that it applies for or proposes to use governmental funds, other than as listed in the previous sentence, for the Site or the Improvements.

**4.9.4 Compliance with Laws.** Participant shall comply with all applicable federal, state and local statutes, ordinances, regulations and laws, (including the Governmental Requirements) with respect to Participant’s ownership and the Improvements and the operation and management of the Development by Participant (all of which comprises the Development hereunder). Participant shall carry out the design, construction and completion of Improvements, and operation and management of the Development, in conformity with all applicable laws, including all applicable federal, state, and local labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Moreno Valley Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Act, Civil Code Section 51, *et seq.*

(a) **Prevailing Wage Laws.** Participant shall carry out the Improvements through completion and the overall development of the Development in conformity with all applicable federal, state and local labor laws and regulations, including without limitation, the requirements to pay prevailing wages under federal law, if applicable, (the Davis Bacon Act, 40 U.S.C. Section 3141, *et seq.*, and the regulations promulgated thereunder set forth at 29 CFR Part 1 (collectively, “Davis Bacon”)) and, if applicable, California law (Labor Code Section 1720, *et seq.*).

Participant shall be solely responsible, expressly or impliedly, for determining and effectuating compliance with all applicable federal, state and local public works requirements, prevailing wage laws, labor laws and standards, and City makes no representations, either legally or financially, as to the applicability or non-applicability of any federal, state or local laws to the Development or any part thereof, either onsite or offsite. Participant expressly, knowingly and voluntarily acknowledges and agrees that City has not previously represented to Participant or to any representative, agent or Affiliate of Participant, or its Contractor or any subcontractor(s) for the construction or development of the Development, in writing or otherwise, in a call for bids or otherwise, that the work and construction undertaken pursuant to this Agreement is (or is not) a “public work,” as defined in Section 1720 of the Labor Code or under Davis Bacon or is otherwise exempt.

Participant knowingly and voluntarily agrees that Participant shall have the obligation to provide any and all disclosures or identifications as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent applicable. Participant shall indemnify, protect, pay for, defend (with legal counsel acceptable to City) and hold harmless the City and the Agency, with counsel reasonably acceptable to City, and their elected and appointed public officials, employees and agents, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Improvements, development, construction (as defined by applicable law) and/or operation of the Development, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (i) the noncompliance by

Participant of any applicable local, state and/or federal law or regulation, including, without limitation, any applicable federal and/or state labor laws or regulations (including, without limitation, if applicable, the requirement to pay state and/or federal prevailing wages); (ii) the implementation of Section 1781 of the Labor Code and/or Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation; and/or (iii) failure by Participant to provide any required disclosure or identification as required by Labor Code Section 1781 and/or by Davis Bacon, as the same may be amended from time to time, or any other similar law or regulation, to the extent required. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law or regulation) of the Development, including, without limitation, any and all public works (as defined by applicable law or regulation), Participant shall bear all risks of payment or non-payment of prevailing wages under applicable federal, state and local law or regulation and/or the implementation of Labor Code Section 1781 and/or Davis Bacon, as the same may be amended from time to time, and/or any other similar law or regulation. "Increased costs," as used in this Section 4.9, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this City Agreement and shall continue after completion of the Improvements by Participant. At the request of Participant, City shall cooperate with and assist Participant in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

(b) **Section 3 Compliance.** Participant agrees to comply with and to cause the general contractor, each subcontractor, and any other contractors and/or subcontractors or agents of Participant to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u, and the implementing regulations, in connection with the construction of the Project to the extent applicable. Participant shall submit to City each Construction Contract with appropriate provisions providing for the development of the Improvements in conformance with the terms of this City Agreement, including the Section 3 Clause, in accordance with Section 207.2(g). The Contractor, each subcontractor, and any other contractors or subcontractors or agents of Participant (subject to compliance with 24 CFR part 135) shall have provided to City the certification in appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the Development, and City shall be responsible for determining whether each contractor has been debarred.

City has prepared a Section 3 "checklist" and other forms related to Section 3 compliance; and as provided by City to Participant, and its contractor(s) or subcontractor(s), if any, and as applicable, such forms shall be utilized in all contracts and subcontracts to which Section 3 applies. Participant hereby acknowledges and agrees to take all responsibility for compliance with all Section 3 Clause federal requirements as to Participant, general contractor, subcontractors, or other contractor(s), subcontractor(s), and other agents. Participant shall provide or cause to be provided to the Contractor and each subcontractor, and each of its other contractor(s), subcontractor(s) and agents the checklist for compliance with the Section 3 Clause federal requirements provided by City, to obtain from the Contractor, each subcontractor, and other contractor(s), subcontractor(s), and agents all applicable items, documents, and other evidence of compliance with the items, actions, and other provisions within the checklist, and to submit all such completed Section 3 Clause documentation and proof of compliance to the City Manager. To the extent applicable, Participant shall comply and/or cause compliance with all Section 3 Clause requirements for the Development. For example, when and if Participant or its contractor(s) hire(s)

full time employees, rather than volunteer labor or materials, Section 3 is applicable and all disclosure and reporting requirements apply.

**4.10 Nondiscrimination in Employment.** Participant certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

**4.11 Taxes and Assessments.** Participant shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Site. Participant shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Participant, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Participant shall additionally defend, indemnify, and hold harmless the Agency and the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Participant or (b) the Site.

**4.12 Liens and Stop Notices.** Participant shall not allow to be placed on the Site or any part thereof any mechanic's or materialmen's lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements the Participant shall within thirty (30) days of such recording or service or within five (5) days of Agency's demand whichever last occurs:

- (a) pay and discharge the same; or
- (b) affect the release thereof by recording and delivering to Agency a surety bond in sufficient form and amount, or otherwise; or
- (c) provide Agency with indemnification from the Title Company against such lien or other assurance which Agency deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Agency from the effect of such lien or bonded stop notice.

**4.13 Certificate of Completion.** In the event the Agency furnishes the Participant with a Certificate of Completion, such issuance shall be a conclusive determination of satisfactory completion of the Improvements and the Certificate of Completion shall so state. The Certificate of Completion is not a notice of completion as referred to in Section 3093 of the California Civil Code.

**4.14 Further Assurances.** Participant shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to City all documents, and take all actions, reasonably required by City from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

**4.15 Financing of the Improvements.**

**4.15.1 Approval of Financing.** As required herein and as one of Conditions Precedent to the disbursement of the HOME Amount, Participant shall submit to Agency evidence that Participant has obtained sufficient equity capital or has arranged for and obtained a binding

commitment for construction financing necessary to undertake the development of the Site and the construction of the Improvements in accordance with this Agreement (“Proof of Financing Commitments”).

The City shall reasonably approve or disapprove such evidence of financing within twenty (20) days of receipt of each of the respective submittals, provided that such submittal is complete. Approval shall not be unreasonably withheld so long as the terms and conditions of the financing are consistent with this City Agreement and the Agency Agreement, including without limitation acknowledgment and consent by such lender to the Agency Participant CC&Rs, the City Covenants and the HOME Covenants and are otherwise reasonable and customary. If City shall disapprove any evidence of financing, City shall do so by Notice to Participant stating the reasons for such disapproval and Participant shall endeavor to promptly obtain and submit to City new evidence of financing. City shall approve or disapprove such new evidence of financing in the same manner and within the same times established in this Section 4.15.1 for the approval or disapproval of the evidence of financing as initially submitted to City. Participant shall close the approved financing prior to or concurrently with the Closing.

The Proof of Financing Commitment shall include a copy of a legally binding, firm and enforceable loan commitment(s) obtained by Participant from one or more financial institutions for the mortgage loan or loans for financing to fund the construction and completion of the Improvements.

The parties intend that the Participant is to obtain equity financing for the construction and operation of the Development including the use of Tax Credits and obtaining capital contributions from limited partners in the Development in consideration primarily for the receipt of the Tax Credits received by the Participant with respect to the Development. In the event a preliminary reservation of Tax Credits is not obtained by the Participant or the Participant is unable to cause Tax Credits to be marketed generating capital for construction of the Improvements on or before the Closing Deadline, this City Agreement shall be subject to termination by the City. The following requirement must be satisfied in order for the financing utilizing Tax Credits to be approved by the City pursuant to this Section 4.15.1:

(i) Not less than twenty percent (20%) of such equity investment shall be payable no later than the completion of construction of the Improvements, as evidenced by the issuance of the Certificate of Completion for the Improvements.

The Participant understands and agrees that Participant, one or more of the Principals of Participant or other party may be required to provide an operating deficit guaranty, tax credit recapture guaranty, and/or other guaranties which may be required with respect to the limited partners’ investment in the Development. If required for such financing, the execution of such guaranties shall be an additional Condition Precedent for the purposes of Section 3.1.

Participant shall submit the following documents as evidence of financing: (a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Participant from unrelated financial institutions for the mortgage loan or loans for financing to fund the construction of the Development, subject to such lenders’ reasonable, customary and normal conditions and terms, (b) a limited partnership agreement or funding agreement from the equity investors in the Development which demonstrates that Participant has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial



statement of Participant and Participant's other sources of equity capital, (c) a copy of a Preliminary Reservation of Tax Credits (and when available, the Final Reservation of Tax Credits) from the California Tax Credit Allocation Committee for Tax Credits for the construction of the Development (or other evidence satisfactory to the Executive Director that Tax Credits will be available), (d) a binding agreement for the purchase of the Tax Credits, and (e) such other documentation as may be reasonably necessary to satisfy the City as to the availability, commitment and adequacy of other sources of capital, all of which together are sufficient to demonstrate that the Participant has adequate funds committed for the construction and completion of the Development.

**4.15.2 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development.** Mortgages and deeds of trust shall be permitted before the completion of the Improvements only with the City's prior written approval, which shall not be unreasonably withheld but only for the purpose of securing loans of funds to be used for financing the construction of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, acquisition and land costs and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan or such greater amount as may be expressly permitted by this City Agreement as a Primary Permanent Loan. In no event, however, shall the amount or amounts of indebtedness secured by mortgages or deeds of trust on the Participant's interest as to the Site exceed the projected Participant's cost, as evidenced by a pro forma and a construction contract which have been delivered to the City Manager and which set forth such costs, unless the written approval of the City Manager is first obtained. The Participant shall notify the City in advance of any mortgage, deed of trust or sublease and sublease-back financing, if the Participant proposes to enter into the same before completion of the construction of the Improvements. No liens shall be permitted on the Site, excepting only as to Participant's interest in the Site. Upon receipt of Participant's request therefor, City agrees to subordinate the City Deed of Trust, and to the extent provided in Section 4.15.7, the HOME Covenants and its rights to receive Residual Receipts (under the Agency Note) to Permitted Senior Liens, so long as such lender(s) agree to provide reasonable notice and the right but not the obligation for the City to cure. The City authorizes the City Manager to execute such instruments on behalf of the City without necessity of further action by the governing board of the City.

**4.15.3 Holder Not Obligated to Construct Improvements.** The holder of any mortgage or deed of trust on the Participant's interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

**4.15.4 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** With respect to any mortgage or deed of trust granted by Participant as to the Site as provided herein, whenever the City may deliver any notice or demand to Participant with respect to any breach or default by the Participant under this City Agreement, the City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this City Agreement a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to the Participant. Each such holder shall (insofar as the rights granted by the City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice,

to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage or deed of trust. Nothing contained in this City Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Participant's obligations to the City by written agreement reasonably satisfactory to the City. The holder, in that event, must agree to complete, in the manner provided in this City Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of the Participant's interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. The parties hereto acknowledge that any such holder properly completing such improvement shall be entitled, upon compliance with the requirements of Section 4.13 of the Agency Agreement, to a Certificate of Completion. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Participant default which requires title and/or possession of the Participant's interest in the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The City Manager is authorized to consent, on behalf of the City, to the provision of similar cure rights to the limited partner as reasonably requested by the tax credit investor; provided that costs associated with evidencing such cure rights shall be borne by the Participant to defray all of City's legal and staff costs associated therewith, using those charges customarily applied by the City's contract attorneys and City staff where billing is to private clients.

**4.15.5 Failure of Holder to Complete Improvements.** In any case where, sixty (60) days after the holder of any mortgage or deed of trust creating a lien or encumbrance upon the Site (or interest therein) or any part thereof receives a notice from City of a default by the Participant in completion of construction of any of the Improvements under this Agreement, and such holder is not vested with ownership of the Participant's interest in Site and has not exercised the option to construct as set forth in Section 4.15, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, the City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust. If the ownership of the Site (or the Participant's interest therein) or any part thereof has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the Agency upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage or deed of trust debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- (b) All expenses with respect to foreclosure including reasonable attorneys' fees;
- (c) The net expense, if any, incurred by the holder as a direct result of the subsequent management of the Site or part thereof;
- (d) The costs of any improvements made by such holder;

(e) An amount equivalent to the interest that would have accrued at the rate(s) specified in the holder's loan documents on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Agency; and

(f) Any customary prepayment charges imposed by the lender pursuant to its loan documents and agreed to by the Participant.

The foregoing rights shall be in addition to those measures set forth in an inter-creditor agreement, if any, and in addition shall supplement and not limit the City's rights under the City Covenants and the HOME Covenants or by operation of law.

**4.15.6 Right of the City to Cure Mortgage or Deed of Trust Default.** In the event of a mortgage or deed of trust default or breach by the Participant whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the end of the Required Covenant Period), Participant shall immediately deliver to City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the City shall have the right but no obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Participant of all proper costs and expenses incurred by the City in curing such default.

In addition, the Participant, shall use its best efforts to cause the Primary Construction Lender and the Primary Permanent Lender to agree that in the event either such lender acquires the Development, including without limitation upon exercise of foreclosure or assignment in lieu of foreclosure, such lender(s) shall so notify the City and the City shall have not less than sixty (60) days following receipt by City of such notice (given in the manner described in Section 8.2 hereof) to purchase the interests of such lender in the Development (including the corresponding loan) for an amount equal to the outstanding balance of the corresponding loan. The Participant agrees to provide documentation evidencing the relinquishment of any and all rights to the Development in such event; provided that the failure to provide such documentation shall not be construed to mean that the Participant retains any rights under this City Agreement.

**4.15.7 Limited Subordination of Covenants.** It is contemplated that financing for the Development will be provided from funds of the Participant, the HOME Amount, the Agency Loan, proceeds of a conventional construction loan, and proceeds obtained in connection with the marketing by the Participant of Tax Credits. In connection with the provision of the Primary Construction Loan and the Primary Permanent Loan, Wells Fargo Bank and/or California Community Reinvestment Corporation have informed the Participant that they will provide construction and permanent financing, respectively, only in the event the City agrees to the subordination of the City Deed of Trust and those provisions of the HOME Covenants and the City Covenants that limit rents to affordable rents and limit occupants to households of specified incomes on the basis set forth in this Section 4.15.7 and in the HOME Covenants. Participant represents that it has diligently attempted to obtain commitments for construction and permanent financing which would not require a substantial additional investment of public funds and which do not require subordination of affordability requirements, as described above, but has been unable to do so and has determined that no such commitments are available on substantially comparable terms and conditions without such subordination. Accordingly, subject to the terms and conditions set forth in an inter-creditor agreement (which shall include rights of the City to notice and an opportunity to cure and to purchase the corresponding loan), in the event foreclosure (or assignment in lieu of foreclosure) is

completed pursuant to deeds of trust securing the Primary Construction Loan, the Primary Permanent Loan, the subsequent purchaser and all successors (but excepting from the effect of such exclusion the Participant, the Principals or any person having any financial interest in the Participant or the Principals) will accede to the rights of the Participant under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants with the exception that the requirements for affordability and limiting incomes of occupants under the Agency Participant CC&Rs, the HOME Covenants and the City Covenants will no longer be applicable. Any subordination agreement required pursuant to this Section 4.15.7 may be signed by the City Manager, without further approval(s).

**4.16 Mechanics of Disbursement of HOME Amount.**

**4.16.1** Provided that the Conditions Precedent to Disbursement of the HOME Amount have first been satisfied, the City shall make available to the Participant the HOME Amount upon recording of the permanent loan for the Project, but not earlier than at Stabilized Occupancy.

**4.16.2** The City shall have no obligation to disburse any portion of the HOME Amount unless and until all of the Conditions Precedent to Disbursement of the HOME Amount are first satisfied and the Stabilized Occupancy has been achieved.

**4.16.3** Excepting only for the HOME Amount, the Participant assumes all responsibility for any and all costs to develop the Development (provided that the Agency Agreement shall be enforceable according to its terms). All amounts disbursed by the City to or for the benefit of the Participant pursuant to this Agreement shall be applied to defray the cost of the Development.

**4.16.4** The Participant has obtained advice from advisers of its choosing regarding this Agreement and all matters which may pertain thereto, including without limitation any consequences as to income tax or property tax, and neither the City nor the Agency has made any representations or provided any advice in connection therewith.

**4.17 Establishment and Maintenance of Accounts.** Participant shall establish and maintain (or shall cause the Approved Construction and/or Permanent Lender to establish and maintain) all accounts and funds referenced in this Agreement, including without limitation the Capital Replacement Reserve and the Operating Reserve, at such time as may be required by the lenders and/or investors.

The Participant shall provide to City, without charge, reports on the balances in such accounts when such reports are made available to the limited partner and the Approved Construction and/or Permanent Lender but not less often than semi-annually. In addition, the Participant shall deliver to Agency a comprehensive report which details Gross Revenues, Operating Expenses, the Capital Replacement Reserve, the Operating Reserve, occupancy levels, and compliance with the affordable housing requirements of this Agreement and which shall include an Annual Financial Statement and Residual Receipts Report. The report shall be delivered by Participant to City on or before that June 15 first following the last day of the Year for which a report is being made. In addition, the Participant shall make payments to the Agency of "Reporting Amounts" (as provided in the Agency Participant CC&Rs) to the extent provided therein.

The Participant agrees that: (i) the Participant shall cooperate fully with the Agency and its designees in providing information necessary or convenient, in the reasonable judgment of the

Agency, to the computation and verification of the all payments due by Participant under this City Agreement (including without limitation under the City Note and the HOME Covenants), including without limitation a certified financial audit for the Participant each Year until the City Note has been fully satisfied; if the City has reasonable cause to believe there has been an under-reporting, or otherwise at the City's discretion, the City may conduct an audit. The firm of Keyser Marston Associates, Inc., or another firm or economist mutually acceptable to the City and the Participant, will be employed to determine the payments due, and the costs of employing such firm shall be borne by the City. If the audit reveals under-reporting of three percent (3%) or more of the amount payable to City for the corresponding year, the Participant shall reimburse the City for the cost of the audit).

## **5. COVENANTS AND RESTRICTIONS.**

**5.1 Use Covenants.** Participant covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that the Participant shall devote the Site to the uses specified in and shall operate in conformity with this Agreement, the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, and the Tax Credit Regulatory Agreement, whichever is the most restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by the Participant pursuant to this Agreement, shall conform to the Redevelopment Plan and all applicable provisions of the City Municipal Code. The Agency Participant CC&Rs and the City Covenants shall, to the greatest feasible extent, be interpreted in a manner consistent with the Tax Credit Regulatory Agreement; provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, the Tax Credit Regulatory Agreement shall control.

### **5.2 Affordable Housing Requirements.**

**5.2.1 Number of Affordable Units.** Participant agrees to make available, restrict occupancy to, and rent all of the Required Affordable Units at Affordable Rent Subject to modification if mutually approved by the parties and further subject to the possible approval of greater or deeper affordability restrictions or requirements by CDLAC or TCAC, there shall be seventy-seven (77) Required Affordable Units on the Site, with affordability for those units to be provided in conformity with the Prescribed Income Levels and Affordable Rents. The restriction of Units in addition to the Required Affordable Units at limited rent levels, in connection with requirements for tax credits, shall not be deemed to constitute a violation of this City Agreement. In addition, the Participant shall restrict availability of the HOME Units as set forth in this Section 5.2 and the HOME Covenants. In the event the Tax Credit Regulatory Agreement imposes stricter rent requirements, it shall control for so long as it remains in effect and the Participant agrees to execute an amendment to the Agency Participant CC&Rs and the City Covenants conforming to those additional Units as may be restricted under tax credit or other programs as utilized in connection with the development of the Improvements or the operation of rental housing units thereon. In the event CDLAC or TCAC imposes greater or deeper affordability restrictions or requirements, this Agreement and the attachments hereto will be conformed to meet such requirements.

**5.2.2 Duration of Affordability Requirements.** The Required Affordable Units shall be maintained as rental units available at and rented to Very Low Income Households and Lower Income Households consistent with the Prescribed Rent Levels and Tenant Mix throughout the Required Covenant Period, as more particularly set forth in the Agency Participant CC&Rs.

**5.2.3 Selection of Tenants of HOME Units.** Participant shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, Federal Program Limitations (to the extent applicable) and all lawful and reasonable criteria. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City, or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Participant shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations, which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants for the HOME Units. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent HOME Units are available, Participant shall not refuse to lease to a holder of a certificate of family participation under 24 CFR part 882 (Rental Certificate Program) or a rental voucher under 24 CFR part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher, or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

**5.2.4 Income of Tenants.** Each tenant of all of the Units shall satisfy the requirements under the Agency Agreement and the Agency Participant CC&Rs. In addition, as the HOME Units, Participant covenants and agrees that (i) each tenant shall and will be a 50% AMI Very Low Income Household, and (ii) the cost to each tenant household for the corresponding HOME Unit shall be at and within the defined Affordable Rent under this City Agreement for the applicable 50% AMI Very Low Income Household, and (iii) each tenant household shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the HOME Units shall comply with all other covenants and obligations of this City Agreement (collectively, “Tenant Selection Covenants”).

Participant covenants that:

(i) three (3) of the three (3) bedroom Housing Units at the Development (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(ii) seven (7) of the two (2) bedroom Housing Units at the Project (which shall be designated as HOME Units) shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

**5.2.5 Determination of Affordable Rent for the Housing Units.** Each Required Affordable Unit shall be rented at an “Affordable Rent” to be established as provided under the Agency Agreement and the Agency Participant CC&Rs. In addition, with respect to the HOME Units, the maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(a) The Affordable Rent for the HOME Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

for a family of a size appropriate for the Unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this City Agreement, “Affordable Rent” means the total of monthly payments for (a) use and occupancy of each HOME Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Participant which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Participant.

(b) **Rent Schedule and Utility Allowance for HOME Units.** City will review and approve the Affordable Rents proposed by Participant for all of the HOME Units together with the monthly allowances proposed by Participant for utilities and services to be paid by the tenant. Participant must annually reexamine the income of each tenant household living in the HOME Units annually in accordance with Sections 5.2 and 5.3 herein. The maximum monthly rent with respect to the HOME Units must be recalculated by Participant and reviewed and approved by City annually, and may change as changes in the applicable gross rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents for the HOME Units is subject to the provisions of outstanding leases. Participant must provide all tenants of HOME Units not less than thirty (30) days prior written notice before implementing any increase in rents.

(c) **Increases in Tenant Income in a HOME Unit.** A tenant who qualifies as a 50% AMI Very Low Income Household, prior to occupancy of a HOME Unit in compliance with this City Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant’s income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this City Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Participant’s obligation to provide a HOME Unit for households in such income category. The HOME Units shall be “floating units” as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 5.2.4 hereof for the HOME Units. In no event shall the HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy a HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household’s adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) **Leases; Rental Agreements for Housing Units.** Prior to renting any HOME Units, Participant shall submit a standard lease form, which shall comply with HOME Regulations (including 24 CFR 92.253), the Redevelopment Law, and all requirements of this City

Agreement, to City for approval. City shall reasonably approve such lease form upon finding that such lease form is consistent with this City Agreement and contains all of the provisions required pursuant to the HOME Program, the HOME Regulations, and the Redevelopment Law. Participant shall enter into a written lease, in the form approved by City, with each tenant/tenant household of any HOME Unit. No lease shall contain any of the provisions that are prohibited pursuant to Section 92.253 of the HOME Regulations.

(e) **Marketing.** Participant shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy of the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Participant to affirmatively market the HOME Units and the other Units at the Development. Specific procedures for marketing Units shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units are likely to become informed.

#### **5.2.6 Relationship to Tax Credit Requirements and HOME Requirements.**

Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by the Participant as in connection with the authorization of a preliminary reservation of tax credits (the “Tax Credit Regulatory Agreement”) or the HOME Requirements is more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Agreement and the Agency Participant CC&Rs, then the Tax Credit Regulatory Agreement and Bond Regulatory Agreement or, if more restrictive, the HOME Requirements (as the HOME Requirement apply to the HOME Units) shall control and the Participant’s compliance therewith shall not be a default hereunder.

### **5.3 Verifications.**

**5.3.1 Income Verification.** Participant shall verify the income of each proposed and existing tenant of the each and every Unit in the Development, and not merely the Required Affordable Units.

In addition, with respect to the HOME Units, the following shall apply:

Gross income calculations for tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Participant shall verify the income and information provided in the income certification of the proposed tenant as set forth below:



(a) Participant shall verify the income of each proposed tenant of a HOME Unit at the Development pursuant to the Tenant Selection Covenants set forth in Section 5.2.3 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(i) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(ii) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(iii) obtain an income verification certification from the employer of the person.

(iv) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(v) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Participant.

**5.3.2 Annual Reports.** Following the issuance of the Certificate of Completion, and on or before June 15 of each Operating Year, Participant, at its expense, shall submit to Agency or its designee the reports required pursuant to Health and Safety Code Section 33418, as the same may be amended from time to time, with each such report to be in the form prescribed by Agency and the information required by City under this Section 5.3.2. Each annual report shall cover the immediately preceding fiscal year.

The Participant shall maintain on file each tenant's executed lease and Income Verification and rental records for all Units and not merely the Required Affordable Units. The Participant shall maintain complete and accurate records pertaining to each and every Unit in the Development, and not merely the Required Affordable Units and will permit any duly authorized representative of the Agency to inspect the books and records of the Participant pertaining to this Agreement and the Units. The Participant shall prepare and submit to the Agency (or its designee) annually commencing June 15, 2013 and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Unit the unit size, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determine compliance with the terms of this Agreement.

Following the completion of the Improvements, and annually thereafter (on or before June 15 of each year), Participant shall submit to City, at Participant's expense, a written summary of the income, household size and rent payable by each of the tenants of the HOME Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each HOME Unit to a new tenant household (but not lease renewals) and annually thereafter, Participant shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Participant shall obtain, or shall cause to be obtained by its property manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Participant shall verify, or shall cause to be verified by

its property manager, the income certification of each tenant household. In order to comply with this Section, Participant shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Participant shall provide) additional documentation to assist City's evaluation of Participant's compliance with this City Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Participant's obligation to annually submit the Certificate of Continuing Program Compliance to City.

As part of its annual report, the Participant shall include a statement of amounts payable by Participant under this Agreement supported by an Annual Financial Statement and Residual Receipts Report (prepared by an independent accounting firm reasonably acceptable to the Agency) which sets forth information in detail sufficient for adequate review by the Agency for the purposes of confirming those amounts payable by the Participant to the Agency as well as showing the general financial performance of the Development ("Annual Financial Report"). Each Annual Financial Report shall include a profit and loss statement showing Gross Revenues, Operating Expenses, Debt Service, Operating Reserve, Capital Replacement Reserve and Rental Receipts, payment of fees and any other remuneration to Participant (including without limitation any deferred portion of the Developer Fee all certified by the Annual Financial Statement and Residual Receipts Report. In the event the amounts reported or paid deviate by three percent (3%) or more from that amount determined to be owing upon review of the Participant's submittal, Participant shall reimburse Agency for its cost to review (which may require engagement of auditors and attorneys) and collect the amounts owing (including attorney fees); such amounts shall, until paid, be added to the amount payable under the Agency Note. Participant agrees to maintain records in a businesslike manner, and to maintain such records for so long as the Agency Participant CC&Rs or the City Covenants remain in effect. The income and rent restrictions provided for hereunder are intended and shall be maintained in a manner sufficient to satisfy the requirements of Health and Safety Code Section 33413(b).

Throughout the Affordability Period, Participant shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance as provided by City Manager. Representatives of City shall be entitled to enter the Site, upon at least seventy two (72) hours notice, to monitor compliance with this City Agreement, to inspect the records of the Development, and to conduct an independent audit or inspection of such records; such authorization shall be in addition to the authority of the City to enforce applicable laws. Participant agrees to cooperate with City in making the Site and all Units thereon available for such inspection or audit. Participant agrees to maintain records in a businesslike manner, to make such records available to City upon seventy two (72) hours notice, and to maintain such records for the entire Affordability Period.

**5.4 Maintenance of Site.** Participant agrees for itself and its successors in interest to the Site, to maintain the improvements on the Site in conformity with the City Municipal Code and the conditions set forth in the Agency Participant CC&Rs, and shall keep the Site free from any

accumulation of debris or waste materials. During such period, the Participant shall also maintain the landscaping planted on the Site in a healthy condition.

**5.5 Nondiscrimination Covenants.** Participant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site or any portion thereof. Participant further agrees to refrain from restricting the rental, sale or lease of the Site, or portion thereof, on the basis of any of the characteristics listed above. Participant shall also comply with the equal opportunity and fair housing requirements set forth in Section 92.350 of the HOME Regulations. The foregoing covenants shall run with the land. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

**In deeds:** “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

**In leases:** “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

**In contracts:** “There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in

the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Section 5.5 shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and shall remain in effect in perpetuity.

**5.6 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction.** City is deemed the beneficiary of the terms and provisions of this City Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this City Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area of the Redevelopment Plan. City shall have the right, if the Agreement or any covenants in any agreement pursuant to this City Agreement and the Agency Agreement, including without limitation the Agency Participant CC&Rs, the City Covenants or the HOME Covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this City Agreement and such covenants may be entitled.

## **6. PARTICIPANT’S GENERAL REPRESENTATIONS AND WARRANTIES.**

As a material inducement to City to enter into this City Agreement, Participant represents and warrants to City that:

**6.1 Formation, Qualification and Compliance.** Participant (a) is a California limited partnership validly existing and in good standing under the laws of the State of California; (b) has all requisite authority to conduct its business and own, purchase, improve and sell its properties. Participant is in compliance in all material respects with all laws applicable to its business and has obtained all approvals, licenses, exemptions and other authorizations from, and has accomplished all filings, registrations and qualifications with any governmental agency that are necessary for the transaction of its business; (c) Participant has and will in the future duly authorize, execute and deliver this City Agreement and any and all other agreements and documents required to be executed and delivered by the Participant in order to carry out, give effect to, and consummate the transactions contemplated by this City Agreement; (d) Participant does not have any material contingent obligations or any material contractual agreements which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; (e) There are no material pending or, so far as is known to the Participant, threatened, legal proceedings to which the Participant is or may be made a party or to which any of its property is or may become subject, which have not been fully disclosed by the Participant to the City in this City Agreement which could materially adversely affect the ability of the Participant to carry out its obligations hereunder; and (f) There is no action or proceeding pending or, to the Participant’s best knowledge, threatened, looking toward the dissolution or liquidation of the Participant and there is no action or proceeding pending or, to the Participant’s best knowledge, threatened by or against the Participant which could affect the validity and enforceability of the terms of this City Agreement, or materially and adversely affect the ability of the Participant to carry out its obligations hereunder.

Each of the foregoing items (a) to (f), inclusive, shall be deemed to be an ongoing representation and warranty. The Participant shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (a) to (f), inclusive.

**6.2 Execution and Performance of Project Documents.** Participant has all requisite authority to execute and perform its obligations under the Project Documents. The execution and delivery by Participant of, and the performance by Participant of its obligations under, each Project Document has been authorized by all necessary action and do not and will not violate any provision of, or require any consent or approval not heretofore obtained under, any articles of incorporation, by-laws or other governing document applicable to Participant.

**6.3 Covenant Not to Transfer Except in Conformity.** Excepting for the rental of individual dwelling units to occupants in the regular course of business (which rental activity shall not be limited by this Section 6.3), or the sale of a partnership interest to generate proceeds in consideration of the Tax Credits, the Participant shall not sell, lease, or otherwise transfer or convey all or any part of the Site, or any interest therein, unless the Participant has first obtained the prior written consent of the City Manager, which consent may be granted or refused in the City Manager's sole and absolute discretion; except City shall upon receipt of written request therefor consent to a sale by Participant of its interest in the Development to General Partner of the Participant, after the expiration of the tax credit compliance period. Any sale, lease, transfer or conveyance without such consent shall, at City's option, be void. A change in ownership of the Participant resulting in the entities executing this City Agreement on behalf of Participant failing to maintain management and control of Participant shall be deemed to violate this Section 6.3. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of all of the Improvements, and the marketing and rental of the HOME Units and the Required Affordable Units to Very Low Income Households and Lower Income Households to afford the community a long-term, quality affordable housing resource. Notwithstanding the above provisions, a transfer permitted under Section 7.11.1 of this City Agreement or Section 6.3(a) of the HOME Covenants shall be deemed to not violate this Section 6.3.

## **7. DEFAULTS, REMEDIES, AND TERMINATION.**

**7.1 Default Remedies.** Subject to the extensions of time set forth in Section 7.10 of this City Agreement, failure by either party to perform any action or covenant required by this City Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this City Agreement. A party claiming a Default shall give written notice of Default to the other party specifying the Default. Except as otherwise expressly provided in this City Agreement, and without limiting or affecting rights of parties hereto to terminate this City Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

**7.2 Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this City Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this City Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent

with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

**7.3 Termination by the Participant.** The Participant shall have no right to terminate this City Agreement.

**7.4 Termination by City.** In the event that by the respective time(s) set forth for performance of the corresponding item (and if no time is specified, then September 30, 2012):

**7.4.1** Participant fails to obtain one or more of an allocation for private activity bonds from CDLAC or enter into the Agency Agreement or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that sufficient funding will be available for the Development;

**7.4.2** Participant (or any successor in interest) assigns this Agreement or any rights therein or in the Site in violation of this City Agreement;

**7.4.3** One or more of the Conditions Precedent to Disbursement of the HOME Amount has not been satisfied;

**7.4.4** Participant fails to execute the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Note, the Agency Deed of Trust, the City Note, the City Deed of Trust, the Participant Certificate to City or the Memorandum of Agreement;

**7.4.5** The Participant fails to obtain commitments for financing sufficient to commence and complete construction of the Improvements;

**7.4.6** Participant is otherwise in default of this City Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this City Agreement and any rights of the Participant or any assignee or transferee with respect to or arising out of this City Agreement or the Site, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Participant. From the date of the Notice of termination of this City Agreement by Agency to the Participant and thereafter this City Agreement shall be deemed terminated and there shall be no further rights or obligations among the parties, except that Agency may pursue any remedies it has hereunder.

**7.5 Acceptance of Service of Process.** In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against the Participant, service of process on the Participant shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

**7.6 Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this City Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

**7.7 Inaction Not a Waiver of Default.** Any failures or delays by either party to this City Agreement in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**7.8 Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this City Agreement.

**7.9 Modification of Agency Participant CC&Rs.** In the event the Participant is required under the Tax Credit Regulatory Agreement to restrict the affordability of units in a manner more restrictive than as set forth under the form of Agency Participant CC&Rs, the City Covenants, and the HOME Covenants, then, from time to time upon receipt of request therefor from the City Manager, the Participant agrees to consent to modifications to incorporate such greater restrictions into the Agency Participant CC&Rs, the City Covenants and the HOME Covenants; such request(s) by the City Manager can be made at any time(s) during the Required Covenant Period without regard to whether the Agency Participant CC&Rs, the City Covenants or the HOME Covenants have been recorded.

**7.10 Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this City Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this City Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity (excepting that acts or failures to act of Agency or City shall not excuse performance by Agency or City). Notwithstanding anything to the contrary in this City Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this City Agreement may also be extended in writing by the mutual agreement of City and Participant. The City Manager shall have the authority to approve extensions on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this City Agreement to the contrary, the inability to obtain a preliminary reservation by TCAC, or the failure to conclude the marketing of tax credits, for any reason, or the lack of funding to complete the Development or failure or refusal by the Participant to provide indemnification as set forth in Section 4.7 of this City Agreement, the failure to enter into the Agency Agreement or the failure of Participant to obtain fee title to the Site shall not constitute grounds of enforced delay pursuant to this Section 7.10.

**7.11 Limitation Upon Transfer.** The qualifications and identity of the Participant are of particular concern to City. It is because of those qualifications and identity that City has entered into this City Agreement with the Participant. For the period commencing upon the date of this City Agreement and until the end of the Required Covenant Period, no voluntary or involuntary successor in interest of the Participant shall acquire any rights or powers under this City Agreement, nor shall the Participant make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Site or the Development thereon (excepting the rental of Units to occupants and further excepting the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to

facilitate construction of the Development) without prior written approval of Agency, except as expressly set forth herein.

**7.11.1 Permitted Transfers.** Notwithstanding any other provision of this City Agreement to the contrary, the City shall not unreasonably withhold its approval of an assignment of this City Agreement or conveyance of the interest in Site, or any part thereof, in connection with any of the following: (a) any transfers to an entity or entities in which the Participant or one of its partners as of the Date of the Agreement retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities; (b) any substitution of a general partner of the Participant with an entity controlled by that general partner; (c) any transfer of a limited partner's interest in the Participant to a tax credit investor or its affiliate; and (d) the conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Development.

In the event of a proposed assignment by Participant not permitted under subparagraphs 7.11.1 above, Participant agrees that at least thirty (30) days prior to such assignment it shall give written notice to City including a request for approval of such assignment and satisfactory evidence that the assignee has assumed jointly with Participant all obligations under this City Agreement and the Agency Agreement.

**7.11.2 Agency Consideration of Requested Transfer.** City agrees that it will consider in good faith a request made pursuant to this Section 7.11 after the achievement of occupancy of ninety percent (90%) or more of the Units in conformity with each of this City Agreement and the Agency Agreement following the issuance by Agency of a Certificate of Completion for the last building to be constructed as part of the Improvements, provided the Participant delivers written notice to City requesting such approval and provided further that the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, the City Covenants and the HOME Covenants remain in full force and effect. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or purchaser's development and/or operational qualifications and experience, its financial commitments and resources, and the financial terms of such assignment (including the consideration proposed to flow to the Participant or Related Entity and/or any of the Principals) in sufficient detail to enable City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 7.11, and as reasonably determined by City. Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle the City to receive compensation (in connection with such transfer to tax credit investors). City shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Development, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the period for which this Section 7.11 applies, which City reasonably determines does not possess sufficient qualifications. An assignment and assumption agreement in form satisfactory to City's legal counsel shall also be required for all proposed assignments. The Participant agrees and acknowledges that in connection with any such assignment approved by the City pursuant to this City Agreement, the Participant shall remain liable for performance pursuant to this City Agreement for a period of five (5) years following such assignment; provided that the five-year limitation shall not apply (and the ongoing liability of Participant shall not be thereby limited) in connection with the transfer of limited partnership interests to tax credit investors. Within thirty (30) days after the receipt of the Participant's written notice requesting approval of an assignment or transfer pursuant to this Section 7.11, including assignments that do not require City Manager approval, City shall either



approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Participant shall promptly furnish to City such further information as may be reasonably requested.

**7.11.3 Successors and Assigns.** All of the terms, covenants and conditions of this City Agreement shall be binding upon the Participant and its permitted successors and assigns. Whenever the term “Participant” is used in this City Agreement, such term shall include any other permitted successors and assigns as herein provided. In addition, the City will not unreasonably withhold its approval of a transfer made at the conclusion of the tax credit compliance period to the Participant and affiliates upon the removal of the tax credit investor, so long as there are no defaults under this City Agreement and the transferee agrees to be bound by all executory provisions of this City Agreement.

**7.11.4 Assignment by City.** City may assign or transfer any of its rights or obligations under this City Agreement with the approval of the Participant, which approval shall not be unreasonably withheld; provided, however, that City may assign or transfer any of its interests hereunder to the Agency or a housing authority at any time without the consent of the Participant.

**7.12 Non-Liability of Officials and Employees of City.** No member, official, officer or employee of Agency or the City shall be personally liable to the Participant, or any successor in interest, in the event of any Default or breach by Agency (or the City) or for any amount which may become due to the Participant or its successors, or on any obligations under the terms of this City Agreement.

**7.13 Relationship Between City and Participant.** It is hereby acknowledged that the relationship between the City and Participant is not that of a partnership or joint venture and that City and Participant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this City Agreement, including the Attachments hereto, neither the Agency nor the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Development.

**7.14 City Approvals and Actions.** When a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

**7.15 Real Estate Brokers.** City and Participant each represent and warrant to each other that no broker or finder is entitled to any commission or finder’s fee in connection with this transaction and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

**7.16 Attorneys’ Fees.** In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this City Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys’ fees.

**8. MISCELLANEOUS**

**8.1 Obligations Unconditional and Independent.** Notwithstanding the existence at any time of any obligation or liability of City to Participant, or any other claim by Participant against City, in connection with the Site or otherwise, Participant hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Participant's obligations under this City Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Participant of any of its obligations under the Project Documents.

**8.2 Notices.** All notices, demands, approvals and other communications provided for in the Project Documents shall be in writing and be delivered to the appropriate party at its address as follows:

If to Participant:           MV Hemlock Limited Partnership  
  Attention: James M. Jernigan  
  5051 Canyon Crest Drive, Suite 104  
  Riverside, California 92507

with copy (the mailing  
of which shall not  
constitute notice to  
Participant) to:           Goldfarb and Lipman LLP  
  Attention: Robert C. Mills  
  1300 Clay Street, 11<sup>th</sup> Floor  
  Oakland, California 94612

If to City:                    City of Moreno Valley  
  14177 Frederick Street  
  P.O. Box 88005  
  Moreno Valley, CA 92552-0805  
  Attn: City Manager

with copy (the mailing  
of which shall not  
constitute notice to  
Agency) to:           Stradling Yocca Carlson & Rauth  
  Attention: Mark J. Huebsch  
  660 Newport Center Drive, Suite 1600  
  Newport Beach, CA 92660  
  Telephone: (949) 725-4167  
  Telecopier: (949) 823-5167

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

**8.3 Survival of Representations and Warranties.** All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Agency and City notwithstanding any investigation made by Agency or City and the rental of the HOME Units have been or will be relied on by City notwithstanding any investigation made by City.

**8.4 No Third Parties Benefited Except for Agency City.** This City Agreement is made for the purpose of setting forth rights and obligations of Participant and City, and no other person (except for the Agency) shall have any rights hereunder or by reason hereof. Except for the Agency, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this City Agreement

**8.5 Binding Effect; Assignment of Obligations.** This City Agreement shall bind, and shall inure to the benefit of, Participant and City and their respective successors and assigns. Participant shall not assign any of its rights or obligations under any Project Document without the prior written consent of the City Manager, which consent may be withheld in the City Manager's sole and absolute discretion. Any such assignment without such consent shall, at City's option, be void. In connection with the foregoing consent requirement, Participant acknowledges that City relied upon Participant's particular expertise in entering into this City Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units and the HOME Units in conformity with this City Agreement.

**8.6 Counterparts.** Provided that the written approval of the City Manager is first obtained, any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

**8.7 Prior Agreements; Amendments; Consents.** This City Agreement (together with the other Project Documents) contains the entire agreement between City and Participant with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this City Agreement and such other Project Documents or other agreements between the parties preceding the Date of Agreement, including without limitation that certain agreement entitled "Conditional Commitment Letter" dated as of March 8, 2011, are hereafter of no further force and effect. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given. The Agency Agreement shall be enforceable according to its terms. This City Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This City Agreement includes pages 1 through 53 and Attachments 1 through 7, which constitutes the entire understanding and agreement of the parties.

This City Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this City Agreement must be in writing by the appropriate authorities of the City and the Participant, and all amendments hereto must be in writing by the appropriate authorities of the City and the Participant.

**8.8 Governing Law.** All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California and applicable Federal Program Limitations. Participant irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Riverside or the United States District Court of the Central District of California, as City may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this City Agreement or the other Project Documents. Participant also waives any objection regarding personal or in rem jurisdiction or venue.

**8.9 Severability of Provisions.** No provision of this City Agreement or of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions of this City Agreement and to this end all pro-visions of the Project Documents are hereby declared to be severable.

**8.10 Headings.** Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

**8.11 Conflicts.** In the event of any conflict between the provisions of this City Agreement and those of any other Project Document, this City Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

**8.12 Time of the Essence.** Time is of the essence in this City Agreement and in all of the Project Documents.

**8.13 Conflict of Interest.** No member, official or employee of City shall have any direct or indirect interest in this City Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

**8.14 Warranty Against Payment of Consideration.** Participant warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this City Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

**PARTICIPANT:**

**MV HEMLOCK LIMITED PARTNERSHIP**,  
a California limited partnership

By: Rancho Belago Developers, Inc.,  
a California corporation, its  
administrative general partner

\_\_\_\_\_  
By: James M. Jernigan,  
Its: President

**CITY:**

**CITY OF MORENO VALLEY**, a municipal  
corporation

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**ATTACHMENT NO. 1**

**HOME COVENANTS**

Recording Requested By and  
When Recorded Mail To:

**City of Moreno Valley  
14177 Frederick Street  
P. O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: City Manager**

(Space above for Recorder’s use.)

(This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.)

**CITY REGULATORY AGREEMENT**

This **CITY REGULATORY AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF MORENO VALLEY**, a California municipal corporation (“City”) and **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (“Participant” or “Developer”).

**RECITALS**

A. Developer has acquired that certain real property located in the City as more particularly described in the legal description attached hereto as Exhibit A and fully incorporated by this reference (“Site”).

B. Developer desires to construct on the Site seventy-eight (78) Housing Units on the Site, of which ten (10) Units (the “HOME Units”) shall be restricted to occupancy and made available to 50% AMI Very Low Income Households, and all at an Affordable Rent, as more particularly set forth herein. Developer intends to acquire the Site and develop improvements thereon utilizing the proceeds of a loan from City in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) from HOME Program funds, or as much thereof as is disbursed by City to Developer.

C. City has agreed to extend the City Loan to Developer pursuant to the terms and conditions of that certain “Affordable Housing Agreement (HOME), also referred to as the “City Agreement,” dated as of June 21, 2011 entered into by and between Developer and City.

D. City has agreed to make the City Loan to Developer on the condition that the Development be maintained and operated in accordance with the restrictions concerning affordability, operation, and maintenance of the Development, as specified in the City Agreement.

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CITY REGULATORY AGREEMENT**

E. A purpose of the City Agreement is to ensure that the HOME Units rehabilitated and operated pursuant to the requirements hereunder shall be available at an Affordable Rent for fifty-eight (58) years pursuant to the City Agreement.

**NOW, THEREFORE**, the foregoing recitals are a substantive part of this Agreement and in consideration of the mutual covenants and conditions set forth herein and in the City Agreement, the parties hereto agree as follows:

## **ARTICLE 1**

### **DEFINITIONS**

**1.1 Definitions.** Capitalized words and terms used in this Agreement, if not defined in this Regulatory Agreement, shall have the meanings ascribed thereto in the City Agreement.

## **ARTICLE 2**

### **LAND USE RESTRICTIONS**

**2.1. Permitted Uses.** The Site shall be used only for private rental dwelling purposes and related amenity uses and for no other purposes. Commencing upon and throughout the Affordability Period, Developer covenants and agrees to make available, restrict occupancy to, and rent ten (10) of the Units at the Site to 50% AMI Very Low Income Households, all at an Affordable Rent as set forth in Sections 2.2, 2.3, and 2.4 herein. None of the Housing Units at the Site shall at any time be utilized on a transient basis, nor shall the Site or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home. Developer shall not convert the Site to condominium ownership during the Affordability Period without the prior consideration and action approving such conversion by the City Council, which approval may be granted, withheld or denied in the sole and absolute discretion of the City Council and until such approval is granted, if at all by City Council, it shall be a violation of such restriction to file a “White Report” and/or to record a condominium plan for the Site. Developer shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Site.

### **2.2 Tenant Selection Covenants.**

(a) Selection of Tenants. Developer shall be responsible for the selection of tenants for the HOME Units in compliance with the HOME Program, the Redevelopment Law, the Federal Program Limitations (to the extent applicable), and all lawful and reasonable criteria, as set forth in the Management Plan that is required to be submitted to and approved by City pursuant to this Agreement. Preference shall be given to tenants who currently reside within the City, or who currently work in the City, or who have been displaced by activities of the City or redevelopment activities of Agency in the implementation of the Redevelopment Plan, to the extent authorized by applicable federal, state or local laws or regulations. Developer shall use its best efforts to rent vacant Housing Units to eligible households on housing authority’s tenant waiting list and eligible households currently holding portable Section 8 vouchers, who are otherwise qualified to be tenants in accordance with the approved tenant selection criteria. Developer shall adopt a tenant selection system for the HOME Units in conformance with Section 92.253(e) of the HOME Regulations,

## **ATTACHMENT NO. 1 CITY REGULATORY AGREEMENT**

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which shall be approved by City Manager in his reasonable discretion, which establishes a chronological waiting list system for selection of tenants. The tenant selection system shall include, without limitation, a method for investigation of the credit history of proposed tenants through obtaining a credit report on the proposed tenant. To the extent Units are available, Developer shall not refuse to lease to a holder of a certificate of family participation under 24 CFR Part 882 (Rental Certificate Program) or a rental voucher under 24 CFR Part 887 (Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HOME Program, Section 8 program or other tenant-based assistance program solely on the basis of such certificate, voucher or comparable document, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

(b) Income and Occupancy Restrictions. As included in the annual income certification provided by Developer or as otherwise reasonably requested by City, Developer shall endeavor to make available for City Manager's review and approval such information as Developer has reviewed and considered in its selection process, together with the statement by Developer that Developer has determined that each selected tenant will comply with all applicable terms and conditions of this Agreement in each tenant's occupancy of a HOME Unit, including without limitation, that each corresponding household satisfies the income eligibility requirements, Affordable Rent requirements, and other requirements of this Agreement.

(i) In this regard, Developer covenants and agrees that (i) each tenant (other than the on-site property manager) shall and will be a 50% AMI Very Low Income Household as defined herein, and (ii) the cost to each tenant household for the corresponding HOME Unit on the Site shall be at and within the defined Affordable Rent for a 50% AMI Very Low Income Household, and (iii) each tenant household (other than the on-site property manager) shall meet HQS occupancy standards for the HOME Unit, and (iv) the occupancy and use of the Site shall comply with all other covenants and obligations of this Agreement (collectively, "Tenant Selection Covenants").

(ii) Developer covenants that:

(A) three (3) of the three (3) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent; and

(B) seven (7) of the two (2) bedroom HOME Units at the Development shall be occupied by 50% AMI Very Low Income Households at an Affordable Rent.

**2.3 Income Certification Requirements.** Following the completion of construction of the Improvements, and annually thereafter (on or before March 31 of each year), Developer shall submit to City, at Developer's expense, a written summary of the income, household size and rent payable by each of the tenants of the Units. At City's request, but not less frequently than prior to each initial and subsequent rental of each Unit to a new tenant household (but not lease renewals) and annually thereafter, Developer shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants. Developer shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household leasing a HOME Unit demonstrating that such household is a 50% AMI Very Low Income Household, as applicable, and meets the eligibility requirements established for the HOME Unit. Developer shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant

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CITY REGULATORY AGREEMENT**

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household. In order to comply with this Section, Developer shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC pursuant to the Tax Credit Rules and the Tax Credit Regulatory Agreement for the Development; provided, City may request (and Developer shall provide) additional documentation to assist City's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with the HOME Regulations and Federal Program Limitations, as applicable. This requirement is in addition to and does not replace or supersede Developer's obligation to annually submit the Certificate of Continuing Program Compliance to City and Developer's obligations under the City Covenants and the Agency Participant CC&Rs.

(a) Verification of Income of New and Continuing Tenants. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(i) Developer shall verify the income of each proposed tenant of the Development pursuant to the Tenant Selection Covenants set forth in Section 2.2 herein, and by at least one of the following methods as appropriate to the proposed tenant:

(A) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.

(B) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.

(C) obtain an income verification certification from the employer of the person.

(D) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.

(E) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Developer.

## **2.4 Affordable Rent.**

(a) Maximum Monthly Rent. The maximum monthly rent chargeable for the HOME Units shall be annually determined by City in accordance with Section 92.252 of the HOME Regulations and the Tax Credit Rules, as applicable, pursuant to the following formulas:

(i) The Affordable Rent for the Housing Units to be rented to 50% AMI Very Low Income Households shall not exceed the *lesser* of: (A) one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of AMI for Riverside County as determined and published by TCAC

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for a family of a size appropriate for the unit pursuant to the Tax Credit Rules or (B) the applicable Low HOME rent amount pursuant to the HOME Regulations.

For purposes of this Agreement, “Affordable Rent” means the total of monthly payments for (a) use and occupancy of each Housing Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, or cable TV or internet services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer.

(b) Rent Schedule and Utility Allowance. City will review and approve the Affordable Rents proposed by Developer for all of the HOME Units together with the monthly allowances proposed by Developer for utilities and services to be paid by the tenant. Developer must annually reexamine the income of each tenant household living in the Housing Units annually in accordance with Sections 2.3 and 3.8 herein. The maximum monthly rent must be recalculated by Developer and reviewed and approved by City annually, and may change as changes in the applicable gross Rent amounts, the income adjustments, or the monthly allowance for utilities and services warrant. Any increase in Rents for the HOME Units is subject to the provisions of outstanding leases. Developer must provide all tenants not less than 30 days prior to written notice before implementing any increase in Rents.

(c) Increases in Tenant Income. A tenant who qualifies as a 50% AMI Very Low Income Household prior to occupancy of a HOME Unit in compliance with this Agreement shall be deemed to continue to be so qualified until such time as the annual re-verification of such tenant’s income demonstrates that such tenant no longer qualifies as a 50% AMI Very Low Income Household, as applicable. A tenant occupying a HOME Unit whose income increases, causing that tenant household to cease to be income qualified in the same category shall, if that tenant household continues to qualify in a higher income category provided for under this Agreement, be deemed to so qualify and the HOME Unit occupied by such tenant household shall be counted towards Developer’s obligation to provide a HOME Unit for households in such income category. The HOME Units shall be “floating units” as defined in the HOME Regulations, such that the location of the HOME Units designated for each income category as well as the HOME Units designated as HOME Units may change within the Development provided that the next available HOME Unit containing the appropriate number of bedrooms shall be used to replace any HOME Units re-designated due to an increase in tenant income, such that to the extent reasonably practicable, the Development shall continuously comply with the unit mix set forth in Section 2.2(b)(ii). In no event shall the HOME Units designated as HOME Units also be designated as Units receiving Project Based Section 8 assistance. A tenant household whose income increases such that such tenant household ceases to be income qualified to occupy any HOME Unit at the Development, may continue to occupy his HOME Unit and be charged rent including a reasonable utility allowance, not greater than the lesser of thirty percent (30%) of the household’s adjusted monthly income, recertified annually, or the market rent applicable to the HOME Unit as published by HUD.

(d) Most Restrictive Affordable Rent Covenants Govern. To the extent of an inconsistency between or among the foregoing covenants relating to Affordable Rent and other

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covenants or agreements applicable to the Development, the most restrictive covenants or agreement regarding the Affordable Rent for the Housing Units in the Development shall prevail.

## 2.5. Tenant Protections.

(a) Lease. Developer shall execute or cause to be executed a written lease in a form approved in writing by City (other than immaterial modifications thereto) which complies with the applicable HOME Regulations, the Redevelopment Law, and all Federal Program Limitations, with each tenant household identifying by name all permitted occupants, both adults and minors, occupying each Unit. The lease between tenants occupying the Housing Units and Developer must be for not less than one year, unless by mutual agreement between the tenant and Developer.

(b) Prohibited Lease Terms. The lease for HOME Units may not contain any of the following provisions:

(i) *Agreement to be Sued*. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Developer in a lawsuit brought in connection with the lease;

(ii) *Treatment of Site*. Agreement by tenant that Developer may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. Developer may dispose of this personal property in accordance with state law;

(iii) *Excusing Developer From Responsibility*. Agreement by the tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(iv) *Waiver of Notice*. Agreement of the tenant that Developer may institute a lawsuit without notice to the tenant;

(v) *Waiver of Legal Proceedings*. Agreement by the tenant that Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(vi) *Waiver of a Jury Trial*. Agreement by the tenant to waive any right to a trial by jury;

(vii) *Waiver of Right to Appeal Court Decision*. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

(viii) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome*. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

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(c) Termination of Tenancy. Developer may not terminate the tenancy or refuse to renew the lease of a tenant of a HOME Unit within the Development except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by Developer's service upon the tenant of a written notice specifying the grounds for the action.

(d) Tenant Selection. Developer shall not refuse to rent a Unit in the Development to a holder of a Rental Voucher or a Rental Certificate or comparable document evidencing participation in the Section 8 Program or a HOME tenant-based assistance program solely on the basis of such participation, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria. Developer must adopt written tenant selection policies and criteria reasonably approved by City that:

(i) Are consistent with the purpose of providing housing for 50% AMI Very Low Income Households;

(ii) Are reasonably related to HOME Program eligibility (if applicable), eligibility under the Redevelopment Law (if applicable), and the applicants' ability to perform the obligations of the lease;

(iii) Give reasonable consideration to the housing needs of senior citizens that would have a federal preference under 42 U.S.C. § 12744 of the Cranston-Gonzalez National Affordable Housing Act of 1992 and

(iv) Provide for the prompt written notification to any rejected applicant of the grounds for any rejection.

**2.6. Compliance with Use and Occupancy Laws.** Developer agrees that for each lease, Developer shall comply with all applicable State and local laws, statutes, ordinances, rules and regulations, which in any way restrict the use and occupancy and resale of the Site, including the HOME Program, HOME Regulations, Redevelopment Law and Federal Program Limitations. Notwithstanding the foregoing, Developer shall not permit a Housing Unit to be occupied by a greater number of persons than permitted by the occupancy limits set forth in the Housing Quality Standards (HQS) in 24 CFR 982.401 published by HUD.

**2.7. Nondiscrimination.** Except to the extent preferences are permitted or required by this Agreement, all of the Units shall be available for occupancy on a continual basis to members of the general public who are income eligible in accordance with Article 2 hereof. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site. The foregoing covenants against discrimination shall run with the land. All

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deeds, leases or contracts made or entered into by Developer as to the Units or the Site or portion thereof, shall contain covenants concerning discrimination as prescribed by the City Agreement.

### ARTICLE 3

#### OPERATION AND MANAGEMENT OF THE DEVELOPMENT

**3.1. Compliance with City Agreement.** Developer shall comply with all the terms and provisions of the City Agreement.

**3.2. Taxes and Impositions.** After Developer's acquisition of the Site, Developer shall be responsible to and shall pay, prior to delinquency, all of the following (collectively, the "Impositions"): (i) all general and special real property taxes and assessments imposed on the Site; and (ii) all other taxes and assessments and charges of every kind that are assessed upon the Site and that create or may create a lien upon the Site (or upon any personal property or fixtures used in connection with the Site), including non governmental levies and assessments pursuant to applicable covenants, conditions or restrictions. If permitted by law, Developer may pay any Imposition in installments (together with any accrued interest).

(a) Right to Contest. Developer shall not be required to pay any Imposition so long as (a) the validity of such Imposition is being actively contested in good faith and by appropriate proceedings, and (b) either (i) Developer has demonstrated to City's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of any parcel in satisfaction of such Imposition or otherwise impair City's interests under the Development Documents, or (ii) Developer has furnished City with a bond or other security satisfactory to City in an amount not less than 120% of the applicable claim (including interest and penalties).

(b) Evidence of Payment. Upon demand by the City Manager from time to time, Developer shall deliver to the City Manager within thirty (30) days following the due date of any Imposition, evidence of payment of said Imposition reasonably satisfactory to the City Manager, unless Developer is contesting the imposition in conformity with Section 3.2(a). In addition, upon demand by City from time to time, Developer shall furnish to City a tax reporting service for the Site of a type and duration, and with a company, reasonably satisfactory to City.

#### **3.3 Management of the Development.**

(a) Property Manager. Developer shall cause the Development, and all appurtenances thereto that are a part of the Development, to be managed in a prudent and business-like manner, consistent with property management standards for other comparable high quality, well-managed rental housing projects in Riverside County, California. Developer shall contract with a property management company or property manager to operate and maintain the Development in accordance with the terms of this Section ("Property Manager"); provided, however, the selection and hiring of the Property Manager (and each successor or assignee Property Manager) is and shall be subject to prior written approval of City Manager in his sole and reasonable discretion. The Property Manager shall not be an Affiliate of Developer without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, delayed or conditioned. Developer shall conduct due diligence and background evaluation of any potential outside property manager or

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property management company to evaluate experience, references, credit worthiness, and related qualifications as a property manager. Any proposed property manager shall have prior experience with rental housing projects and properties comparable to the Development and the references and credit record of such manager/company shall be investigated (or caused to be investigated) by Developer prior to submitting the name and qualifications of such proposed property manager to the City Manager for review and approval. A complete and true copy of the results of such background evaluation shall be provided to the City Manager. Approval of a Property Manager by City Manager shall not be unreasonably delayed but shall be in his sole and reasonable discretion, and City Manager shall use good faith efforts to respond as promptly as practicable in order to facilitate effective and ongoing management of the Development. Furthermore, the identity and retention of any approved Property Manager shall not be changed without the prior written approval of the City Manager, which approval shall not be unreasonably withheld or delayed, but shall be in his sole and reasonable discretion. The selection by Developer of any new Property Manager also shall be subject to the foregoing requirements. The fee to be paid to the Property Manager shall not exceed six percent (6%) of scheduled gross income.

(b) Management Plan. Prior to and as a Condition Precedent of the initial or any subsequent disbursement of the City Loan proceeds, Developer shall prepare and submit to the City Manager for review and approval an updated and supplemented management plan which includes a detailed plan and strategy for long term operation, maintenance, repair, security, social/supportive services for, and marketing of the Development, method of selection of tenants, rules and regulations for tenants, and other rental and operational policies for the Development (“Management Plan”). City Manager approval of the Management Plan shall not be unreasonably withheld or delayed. Subsequent to approval of the Management Plan by the City Manager the ongoing management and operation of the Development shall be in compliance with the approved Management Plan. Developer and Property Manager may from time to time submit to the City Manager proposed amendments to the Management Plan, which are also subject to the prior written approval of the City Manager.

(i) Gross Mismanagement. In the event of “Gross Mismanagement” (as that term is defined below) of the Development or any part of the Development, City Manager shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, and further to direct and require the immediate removal of the Property Manager and replacement with a new qualified and approved Property Manager, if such condition(s) is/are not ceased and/or corrected after expiration of thirty (30) days from the date of written notice from City Manager. If Developer or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 20th day from the date of written notice (with evidence of such submitted to the City Manager), but has failed to complete such cure by the 30th day, then Developer or Property Manager shall have an additional ten (10) days to complete the cure of such Gross Mismanagement condition(s). In no event shall any condition of Gross Mismanagement continue uncured for a period exceeding forty-five (45) days from date of the initial written notice of such condition(s). If such condition(s) do persist beyond such period City Manager shall have the sole and absolute right to immediately and without further notice to Developer (or to Property Manager or any other person/entity) replace the Property Manager with a new property manager of the City Manager’s selection at the sole cost and expense of Developer. If Developer takes steps to select a new Property Manager that selection is subject to the requirements set forth above for selection of a Property Manager.

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(A) For purposes of this Agreement, the term “Gross Mismanagement” means management of the Development (or any part of the Development) in a manner which violates the terms and/or intention of this Agreement to operate a high quality, affordable rental housing complex comparable to other similar complexes in Riverside County, California, and shall include, but is not limited to, any one or more of the following:

(1) Knowingly leasing to tenants who exceed the prescribed income levels;

(2) Knowingly allowing the tenants to exceed the prescribed occupancy levels without taking immediate action to stop such overcrowding;

(3) Underfunding required reserve accounts, unless funds are not reasonably available to deposit in such accounts;

(4) Failing to timely maintain the Development in accordance with the Management Plan and the manner prescribed herein;

(5) Failing to submit timely and/or adequate annual reports to City as required herein;

(6) Fraud or embezzlement of Development funds, including without limitation funds in the reserve accounts;

(7) Failing to reasonably cooperate with the Moreno Valley Police Department or other local law enforcement agency(ies) with jurisdiction over the Development, in maintaining a crime-free environment within the Development;

(8) Failing to reasonably cooperate with the Moreno Valley Fire Department or other local public safety agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development;

(9) Failing to reasonably cooperate with the Moreno Valley Planning & Building Department, including the Code Enforcement Division, or other local health and safety enforcement agency(ies) with jurisdiction over the Development, in maintaining a safe environment within the Development; and

(10) Spending funds from the Capital Replacement Reserve account(s) for items that are not defined as capital costs under the standards imposed by generally accepted accounting principles (GAAP) (and/or, as applicable, generally accepted auditing principles.)

(ii) Notwithstanding the requirements of the Property Manager to correct any condition of Gross Mismanagement as described above, Developer is obligated and shall use commercially reasonable efforts to correct any defects in property management or operations at the earliest feasible time and, if necessary, to replace the Property Manager as provided above. Developer shall include advisement and provisions of the foregoing requirements and requirements of this Agreement within any contract between Developer and its Property Manager.

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(b) **Marketing.** Developer shall comply with an affirmative marketing plan reasonably approved by City, including methods for informing the public and potential tenants about the federal fair housing laws, procedures to inform and solicit applications from persons in the housing market area not likely to apply for tenancy at the Units without special outreach and recordkeeping methods that will permit City to evaluate the actions taken by Developer (or Property Manager) to affirmatively market the Units at the Development. Specific procedures for marketing and releasing Units shall be set forth in the Management Plan and shall include:

(i) Posting advertisements and notices of the availability of the Unit(s) in local newspapers and other publications. Such advertisements and notices shall include a description of the age and income requirements applicable to the Unit(s).

(ii) Posting advertisements and notices of the vacancy(ies) at local religious institutions, community centers, public buildings such as post-offices and City Hall, and the Garden Grove Senior Center.

(iii) Posting advertisements and notices of the vacancy(ies) anywhere Developer believes tenant households eligible for occupancy in the Units at the Development are likely to become informed.

**3.4 Code Enforcement.** Developer acknowledges and agrees that City and City's employees and authorized agents shall have the right to conduct code compliance and/or code enforcement inspections of the Development and the individual units, both exterior and interior, at reasonable times during normal business hours and upon reasonable notice (not less than 72 hours prior notice) to Developer and/or an individual tenant. If such notice is provided by City representative(s) to Developer, then Developer (or its Property Manager) shall immediately and directly advise tenant of such upcoming inspection and cause access to the area(s) and/or units on the Development to be made available and open for inspection. Developer shall include express advisement of such inspection rights within the approved lease/rental agreements for each Unit in the Development in order for each and every tenant and tenant household to be aware of this inspection right.

**3.5 Monitoring and Recordkeeping.** Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Redevelopment Law and the HOME Program, including Section 92.508 (or successor regulation) of the HOME Regulations and Section 33418 of the Redevelopment Law, and shall annually complete and submit to City a Certification of Continuing Program Compliance substantially in the form of Attachment No. 2 to the City Agreement, or other form provided by City Manager. Developer agrees to maintain records in a businesslike manner, to make such records available to City upon seventy-two (72) hours' notice, and to maintain such records for the entire Affordability Period.

**3.6 Right of Entry for Inspection.** Representatives of City shall be entitled to enter the Site during normal business hours, upon at least seventy-two (72) hours notice, to monitor compliance with the Agreement (including the terms and conditions of Section 3.8 above), to inspect the records of the Development with respect to the Units, and to conduct an independent audit of such records. Developer agrees to reasonably cooperate with City in making the Site and records relating to the Development available for such inspection. If for any reason City is unable to obtain Developer's consent to such an inspection, Developer understands and agrees that City may obtain at

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Developer's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Site.

## ARTICLE 4

### OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

**4.1. Maintenance by Developer.** Developer shall, at its sole cost and expense, maintain and repair the Site keeping the same in good condition and making all repairs as they may be required by the Agreement and by all applicable City Municipal Code and Uniform Building Code provisions and the federal Housing Quality Standards set forth in 24 CFR Section 982.401.

**4.2. Maintenance and Replacement.** Developer shall maintain the Site in good repair and working order, and in a safe, decent and sanitary condition, including the walkways, driveways, alleyways and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements in order to keep the Site in a safe, decent and sanitary condition. Developer shall manage and maintain the Development in accordance with all applicable HUD housing quality standards and local code requirements, including any regulations concerning marketing, operation, maintenance, repair, security, rental policy and method of selection of tenants.

**4.3. Interior Maintenance.** Developer shall maintain the interior of buildings, including carpet, drapes and paint, in habitable condition and shall clean each Unit between tenancies.

**4.4. Landscaping.** All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped and maintained in good condition in accordance with the City Municipal Code.

## ARTICLE 5

### MISCELLANEOUS DEVELOPMENT REQUIREMENTS

Developer must carry out each activity in connection with the Development in conformance with the City Agreement, this Agreement and, to the extent applicable, with the HOME Program, HOME Regulations, Federal Program Limitations, and the Redevelopment Law. Applicable federal laws and regulations include, without limitation, as follows:

**5.1 Qualification as Affordable Housing.** As to the HOME Units only, Developer shall use, manage and operate the Housing Units in accordance with the requirements of 24 CFR 92.252 so as to qualify the housing on the Site as Affordable Housing.

**5.2 Tenant and Participant Protections.** As to the HOME Units only, Developer shall comply with the requirements of 24 CFR 92.253.

**5.3 Handicapped Accessibility.** Developer shall comply with (a) Section 504 of the Rehabilitation Act of 1973, and implementing regulations at 24 CFR 8C governing accessibility of projects assisted under the HOME Program; and (b) the Americans with Disabilities Act of 1990, and implementing regulations at 28 CFR Parts 35 and 36 in order to provide handicapped accessibility to the extent readily achievable.

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**5.4 Use of Debarred, Suspended, or Ineligible Participants.** Developer shall comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status.

**5.5 Maintenance of Drug-Free Workplace.** Developer shall certify that Developer will provide a drug-free workplace in accordance with 24 CFR Part 24.

**5.6 Lead-Based Paint.**

(a) City, as a recipient of federal funds, has modified and conformed all of its federally funded housing programs to Lead-Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. §4800, *et seq.*, specifically §§4821-4846, and the implementing regulations thereto, which are aimed to take advantage of Rehabilitation events as a cost-effective opportunity to reduce lead based paint and lead based paint hazards (LBP) in existing housing.

(i) The implementing regulations to Title X are set forth in 24 CFR Part 35 (LBP Regs) were adopted by HUD on September 15, 1999 and are now effective for compliance by all recipients and sub-recipients of federal funds. Subpart J of the LBP Regs focuses on the requirements for programs that provide assistance for housing rehabilitation, such as this Development. In this regard, Developer shall comply with the requirements, as and to the extent applicable, of Title X and the implementing LBP Regs for the Development.

(ii) The Improvements shall be undertaken and completed by qualified contractor(s) selected by Developer and, if applicable, meeting the requirements of the LBP Regs. All work relating to LBP and LBP hazards and the reduction and clearance thereof shall be undertaken using safe work practices and shall be conducted by qualified contractor(s) and inspectors(s) meeting the requirements of the LBP Regs. Under the LBP Regs treatment and clearance shall be conducted by separate contractors. All treatment and clearance using safe work practices of LBP and LBP hazards at the Site shall be completed first and prior to construction of the Improvements.

**5.7 Affirmative Marketing.** Developer must adopt and implement affirmative marketing procedures and requirements at the Site in accordance with Section 92.351 of the HOME Regulations.

**5.8 Equal Opportunity and Fair Housing.** Developer shall carry out the work for the Development and perform its obligations under the City Agreement and this Agreement in compliance with all of the federal laws and regulations regarding equal opportunity and fair housing described in 24 CFR 92.350.

**5.9 Housing Quality Standards.** Developer shall cause the Site to meet the Federal Housing Quality Standards set forth in 24 CFR 982.401, the Moreno Valley Municipal Code, and all applicable codes and ordinances, including zoning ordinances. Developer shall also cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

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**5.10 Displacement and Relocation.** Developer acknowledges and agrees that, pursuant to federal and state requirements and consistent with the other goals and objectives of that part and pursuant to the adopted relocation plan, City must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of development of the Improvements. Developer agrees to cooperate with City in meeting all federal and state requirements and shall take all actions and measures reasonably required by City Manager (or his duly authorized representative) in connection therewith.

**5.11 Other Program Requirements.** As to the HOME Units only, Developer shall carry out each activity in compliance with all federal laws and regulations described in subpart H of 24 CFR 92, except that Developer does not assume City's responsibilities for environmental review in 24 CFR 92.352 or the intergovernmental review process in 24 CFR 92.357.

**5.12 Requests for Disbursements of Funds.** Notwithstanding anything contained in the City Agreement to the contrary, Developer may not request disbursements of funds thereunder or hereunder until the funds are needed for payment of eligible construction costs.

**5.13 Eligible Costs.** Developer shall only use HOME Program funds to pay costs defined as "eligible costs" pursuant to 24 CFR 92.206.

**5.14 Records and Reports.** Developer shall maintain and from time to time submit to City such records, reports and information as City Manager (or his duly authorized representative) may reasonably require in order to permit City to meet the recordkeeping and reporting requirements required of them pursuant to 24 CFR 92.508.

**5.15 Conflict of Interest.** Developer shall comply with and be bound by the conflict of interest provisions set forth at 24 CFR 570.611.

**5.16 Other HOME Program Requirements.** Developer shall comply with all other applicable requirements of the HOME Program.

**5.17 Conflicts Between Requirements of the HOME Program and the Redevelopment Law.** If and to the extent applicable for any source of federal revenue expended to implement the Development and in the event of any conflict or inconsistency between applicable Federal Program Limitations and/or the Redevelopment Law, then the more stringent requirement(s) shall control.

**5.18 Flood insurance.** Under the Flood Disaster Protection Act of 1973, HOME Program funds may not be used with respect to the acquisition or Rehabilitation of a project located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

- (a) The community in which the area is situated is participating in the National Flood Insurance Program, or less than a year has passed since FEMA notification regarding such hazards; and
- (b) Flood insurance is obtained as a condition of approval of the commitment.

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**5.19 Energy Conservation Standards.** As applicable to the Development, Developer shall cause the Site to meet the cost-effective energy conservation and effectiveness standards in 24 CFR 39.

## ARTICLE 6

### COVENANTS

**6.1. Affordability Period.** The provisions of this Agreement shall apply to the Site, even if the City Loan is paid in full, until the date which is fifty-eight (58) years after recording of the Agency Participant CC&Rs and this Agreement. This Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, with or without the approval of City, except as expressly released by City. City has made the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

**6.2. Covenants to Run With the Land.** City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Site. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless City expressly releases such conveyed portion of the Site from the requirements of the Agreement.

**6.3. Transfers; General Prohibition of Transfer without City Consent.** The qualifications and identity of Developer as the qualified Developer and as an experienced and successful developer and operator/manager of affordable housing are of particular concern to City. It is because of these identities and the qualifications of each of the partners that comprise the Developer entity that City has entered into the City Agreement and this Agreement with Developer. Accordingly, commencing upon the execution of this Agreement and continuing through and including the final payment on the City Loan Note or the end of the Affordability Period, whichever occurs later, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under the City Agreement or this Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Site, or any part thereof, or the City Agreement or this Agreement (collectively referred to herein as a "Transfer") without the prior written approval of City, except as expressly set forth herein, which approval shall not be unreasonably withheld or delayed.

(a) Permitted Transfers. Notwithstanding the provisions of this Agreement or any other Project Document prohibiting transfer of any interest in Developer, the Site, the Development, the City Agreement, this Agreement or any of the other Project Documents, City approval of a Transfer shall not be required in connection with any of the following:

(i) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the Improvements (as defined herein).

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(ii) An assignment for financing purposes to secure the funds necessary for the acquisition of the Site and construction of the Improvements or the refinancing thereof, so long as such construction and/or permanent loan documents have been duly reviewed and approved by City and City has approved such financing or refinancing pursuant to this Agreement.

(iii) Leasing of individual Units to qualified tenants in accordance with Section 5.2.5 of the City Agreement and Section 2.2 of this Agreement.

(iv) The transfer of or all or any part of the Site or the Development, or assignment of any Project Document to an entity permitted under the City Agreement.

(v) The substitution of the general partner of Developer (the "General Partner") as directed by the limited partner of Developer that is the tax credit equity investor (the "Investor Limited Partner") in accordance with the terms of the Partnership Agreement, subject to the following terms and conditions. Such Investor Limited Partner may substitute an affiliate (the "Interim General Partner") on an interim basis for a period reasonably calculated to identify and admit into the partnership a new general partner as set forth below (the "Substitute General Partner"). The Interim General Partner is hereby approved by the City. The Substitute General Partner must be an entity reasonably acceptable to the City Manager, which approval shall not be unreasonably withheld or delayed.

(vi) The pledge by the General Partner of Developer to the Investor Limited Partner of the General Partner's interest in Developer, as security for the performance of all of the General Partner's obligations under the Partnership Agreement.

(vii) The pledge by the General Partner of Developer to Lender of the General Partner's interest in Developer, as security for the performance of all of Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(viii) The pledge by the Investor Limited Partner to Lender of the Investor Limited Partner's interest in Developer, as security for the performance of all of the Developer's obligations under the Primary Loan (or any approved refinancing thereof).

(ix) The sale, transfer or pledge of any limited partnership interest or non-managing member's interest in Developer or of any partnership or membership interest in the Limited Partner.

(xi) Any dilution of the General Partner's interest in Developer in accordance with the Partnership Agreement.

In the event of a Transfer by Developer not requiring City's prior approval, Developer nevertheless agrees that at least fifteen (15) days prior to such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee will and shall assume all of the obligations of this Agreement and the City Agreement in writing through an assignment and assumption agreement in a form reasonably acceptable to City. The form of each assignment and assumption agreement shall be submitted to City for review and approval by City's legal counsel not later than fifteen (15) days prior to the proposed date of the Transfer.

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(b) City Consideration of Requested Transfer. City agrees that it will not unreasonably withhold, condition, or delay approval of a request for approval of a Transfer made pursuant to this Section 6.3, *et seq.*, provided Developer delivers written notice to City requesting such approval and includes the proposed assignment and assumption contract and, if required by City, all necessary and relevant background and experience information related to the proposed transferee.

An assignment and assumption agreement in form satisfactory to City's legal counsel shall be required for each proposed Transfer. Within fifteen (15) days after the receipt of Developer's written notice requesting City approval of a Transfer pursuant to this Section 6.3, *et seq.*, City shall either approve or disapprove such proposed assignment or shall respond in writing by stating what further information, if any, City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, Developer shall promptly furnish to City such further information as may be reasonably requested. Upon the effective date of the approved or permitted Transfer, if an assignment and assumption agreement acceptable to City has been executed and delivered to City, the assignor Developer shall be released by City from any and all obligations assumed by the approved or permitted assignee.

(c) Payment of City Third Party Costs re Proposed Transfer. Any and all third party costs incurred by City in connection with consideration and approval (or disapproval) of a proposed transferee for any Transfer in excess of \$500 per request (increased annually by CPI) shall be paid by Developer, and payment thereof shall be and remain a condition precedent to City's obligation to approve and execute any Transfer document, including without limitation any assignment and assumption agreement.

## ARTICLE 7

[RESERVED]

## ARTICLE 8

### ENFORCEMENT AND REMEDIES

**8.1. Remedies.** In the event of default or breach of any of the terms or conditions of this Agreement by Developer, its heirs, executors, administrators or assigns, City may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance. The provisions of the City Agreement are hereby incorporated herein by this reference as if set forth in full.

**8.2. Rights of City.** City has the right to enforce all of the provisions of this Agreement. This Agreement does not in any way infringe on the right or duties of City to enforce any of the provisions of the Moreno Valley Municipal Code including, but not limited to, the abatement of dangerous buildings. In addition to the general rights of enforcement, City shall have the right, through City's agents and employees, to enter upon any part of the Site upon seventy-two (72) hours notice and during normal business hours for the purpose of enforcing the California Vehicle Code

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and the ordinances and other regulations of City, and for maintenance and/or repair of any or all publicly owned utilities.

**8.3. Nuisance.** The result of every act or omission whereby there is a material violation by Developer of any of the covenants contained in the Agreement in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by City or Agency or its successors in interest, without derogation of City's rights under law. Developer does not by this Section 8.3 waive any procedural rights under applicable law (including, without limitation, the rights to notice, cure, and appeal, if any).

**8.4. No Third Parties Benefited.** Except as provided herein as to the Agency, this Agreement is made for the purpose of setting forth rights and obligations of Developer and City, and no other person shall have any rights hereunder or by reason hereof.

**8.5. Right of Entry for Maintenance and Repair.** City has the right of entry during normal business hours and upon and after reasonable attempts to contact Developer or Property Manager, to effect emergency repairs or maintenance which Developer has failed to perform. Subsequent to sixty (60) days written notice to Developer (or Property Manager) specifically outlining the noncompliance, City shall have the right of entry during normal business hours to enforce compliance with the Agreement which Developer or Property Manager has failed to perform.

**8.6. Costs of Repair.** The costs borne by City of any such repairs or maintenance emergency and/or non-emergency pursuant to Section 8.5 above, shall become a charge for which Developer shall be responsible; and may, if unpaid, be assessed as a lien against the Site.

**8.6. Cumulative Remedies.** The remedies herein provided for breach of the covenants contained in the Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

## ARTICLE 9

### HOLD HARMLESS, INDEMNITY AND INSURANCE

**9.1. Hold Harmless and Indemnity.** Developer shall, at Developer's expense, defend, indemnify, assume all responsibility for, and save and hold City and the Agency, and their past and present elected officials, officers, employees, attorneys, contractors, elective and appointive boards and commissions, representatives, agents, and volunteers ("Indemnitees") harmless from any and all losses, damages, liabilities, claims, causes of action, judgments, settlements, court costs, demands, defense costs, reasonable attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which they may suffer or incur and any liability of any kind or nature arising from or relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons directly or indirectly related to or in connection with the construction of the "Improvements" (as defined in the City Agreement), operation, management, or ownership of the Site, including accidental death (including reasonable attorneys fees and costs), whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall not be

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obligated to indemnify the Indemnitees for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of any of the Indemnitees or the breach of any of the Project Documents by any of them. Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case Developer shall compromise or settle such action in a way that fully protects the Indemnitees from any liability or obligation. In this regard, Developer's obligation and right to defend shall include the right to hire (subject to reasonable written approval by City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Developer or any other Indemnitees. If Developer defends any such action, as set forth above, (i) to the extent of Developer's indemnification obligations as set forth herein, Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) City shall be entitled to settle any such claim only with the written consent of Developer and any settlement without Developer's consent shall release Developer's obligations under this Section 9.1 with respect to such settled claim. The foregoing agreements by Developer shall remain in effect for the Affordability Period. At the request of Developer, City shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that City shall not be obligated to incur any expense in connection with such cooperation or assistance.

**9.2. Developer Insurance Requirements.** In addition to the separate and severable indemnification covenants and provisions provided by Developer to City in this Article 9, Developer shall provide insurance according to the requirements set forth below, except to the extent alternative coverages are approved in writing by City's Risk Manager, in his or her sole and absolute discretion. Developer shall maintain the following coverages on behalf of the Indemnitees for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by Developer or anyone directly or indirectly employed or contracted with by Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. Developer shall cause all requirements of this Section to be obtained and maintained until expiration of the Affordability Period.

**(a) Commencement of Work.** Developer shall not commence work under this Agreement until all certificates and endorsements have been received and approved by City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance.

**(b) Workers Compensation Insurance.** For the duration of this Agreement, Developer and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against City and City's officers, agents, employees, and volunteers, and shall issue an endorsement to the policy evidencing the same.

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(c) **Insurance Amounts.** Developer shall maintain the following insurance until expiration of the Affordability Period:

(i) workers' compensation insurance and (in addition to such insurance as is described below, additional other insurance to the extent and with limits as required by law in connection with the Improvements or other work performed on the Site (to be in effect only while work is being performed on the Site);

(ii) prior to commencement of framing of the Improvements and at all times prior to completion of the Improvements, builder's risk-all risk insurance covering 100% of the replacement cost of all Improvements (including offsite and the materials) during the course of construction in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iii) following completion of the Improvements, fire and hazard "all risk" insurance covering 100% of the replacement cost of the Improvements in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Site is located (including loss by flood if the Site is in an area designated as subject to the danger of flood);

(iv) public liability insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000 for "single occurrence;" and

(v) property damage insurance in amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000.

All such insurance shall provide that it may not be canceled or materially modified without thirty (30) days prior written notice to City. The policies required under subparagraphs (ii) and (iii) shall include a "lender's loss payable endorsement" (Form 438BFU) in form and substance satisfactory to City, showing City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraphs (iv) and (v). No such insurance shall include deductible amounts to which City has not previously consented in writing. Certificates of insurance for the above policies (and/or original policies, if required by City) shall be delivered to City from time to time within ten (10) days after demand therefor. All policies insuring against damage to the Improvements shall contain an agreed value clause sufficient to eliminate any risk of co-insurance. No less than thirty (30) days prior to the expiration of each policy, Participant shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

Coverage provided hereunder by Participant shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City and Agency. None of the above-described policies shall require Participant to meet a deductible or self-insured retention amount of more than Ten Thousand Dollars (\$10,000.00) unless approved in writing by the City Manager. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide—Property and Casualty." The required certificate shall be furnished by Participant at the time set forth herein.

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(d) **Primary Insurance.** For any claims related to this Agreement, Developer's insurance coverage shall be primary insurance as respects City, Agency and their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, Agency and their officers, officials, employees, agents, or volunteers shall be in excess of the Developer's insurance and shall not contribute with it.

(e) **General Conditions Pertaining to Provision of Insurance Coverage by Developer.** Developer agrees to the following provisions regarding all insurance provided by Developer for the Development:

(i) Developer agrees to provide insurance in accordance with the requirements set forth herein. If Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer.

(ii) The coverage required here will be renewed annually by Developer as long as Developer continues to provide any services under this or any other contract or agreement with City during the Affordability Period.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Developer, or Developer's employees, or agents, from waiving the right of subrogation prior to a loss. Developer waives its right of subrogation against City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of Developer under this Agreement. Developer is and shall at all times be considered an independent contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to City and its employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by Developer and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

(vii) Any "self-insured retention" must be declared and approved by City. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Developer has such a program, Developer must fully disclose such program to City.

(viii) Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Developer's insurance agent to this effect is

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acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of the coverages.

(ix) Developer agrees to provide evidence of the insurance required herein, satisfactory to City Manager and the City's Risk Manager, consisting of: certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Developer's general liability policy presented to and reviewed and approved by the City's Risk Manager in his or her sole, reasonable discretion. Developer agrees, upon request by City Manager or City Risk Manager, to provide complete, certified copies of any policies required by this Section, within ten (10) days of such request. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard. Future insurance requirements will remain the same as long as the loss experience remains insignificant.

(x) Certificate(s) must reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording which denies an obligation of the insurer to provide such notice or which states that failure of the insurer to mail written notice of cancellation imposes no liability, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify City of any material change, cancellation, or termination at least thirty (30) days in advance. An endorsement shall be provided for each policy wherein each carrier will give the City thirty (30) days written notice in the event of any material change, cancellation or termination of the respective policy.

(xi) Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers' compensation, general liability and automobile liability insurance, unless otherwise agreed to by City with minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. The Contractor's general liability insurance shall add as additional insureds City, Agency, and Housing Authority and their designee(s), and any and all of their boards, officials, employees and agents using form(s) presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiii) Developer agrees to provide prompt notice to City Manager and City's Risk Manager of any claim or loss against Developer that includes City as a defendant and of any claim or loss arising out of the construction of the Improvements in which the demand or probable ultimate cost exceeds \$25,000. City assumes no obligation or liability by such notice, but

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City shall have the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(xiv) The insurance requirements set forth in this Section 9.2 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xv) The requirements in this Section 9.2 supersede all other Sections and provisions of this Agreement to the extent that any other Section or provision conflicts with or impairs the provisions of this Section.

(xvi) For purposes of insurance coverage only, this Agreement will be deemed to have been executed as of the Date of Agreement.

**9.3. Knowledge of Claim.** If at any time Developer (or its Contractor) becomes aware of a claim or a potential claim related to the Development in which the demand or probably ultimate cost exceeds \$25,000, Developer (or its Contractor) shall promptly provide written notice (“Claim Notice”) to City which sets forth the nature of the claim or potential claim and the date on which Developer became aware of such claim or potential claim and shall provide City with copies of any documents relating to such claim or potential claim.

**9.4. Notice of Change in Coverage.** If, at any time, Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated or non-renewed, then Developer (or its Contractor) shall promptly provide City with written notice (“Insurance Notice”) of such cancellation, limitation, termination or non-renewal. Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when City has knowledge of (i) the cancellation, limitation, termination or non-renewal of one or more of Developer’s (or its Contractor’s) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies in accordance with Section 9.3 above, then, in addition to its other rights and remedies pursuant to this Agreement, City shall have the right to suspend City’s obligations under this Agreement until such time as Developer (or its Contractor) furnishes, or causes to be furnished to City, duplicate originals or appropriate certificates of insurance for coverages in the amount of not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of City, whichever first occurs.

**9.5. Waiver of Subrogation.** Developer (and its Contractor) hereby waive all rights to recover against City and Agency (or any officer, employee, agent or representative thereof) for any loss incurred by Developer (or its Contractor) from any cause insured against or required by any Development Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Developer and its Contractor shall use their best efforts to obtain only policies that permit the foregoing waiver of subrogation.

**9.6. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance.** Subject to the provisions below and to the rights of the Lender, any replacement primary Lender, and Seller, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Developer, Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin

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reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Development improvements to substantially the same condition as the Development improvements existed immediately prior to the casualty, if and to the extent the insurance proceeds are available and sufficient to cover the actual cost of repair, replacement, or restoration, and Developer shall complete the same as soon as possible thereafter so that the Development improvements can be occupied in accordance with this Agreement. Subject to force majeure delays as set forth in the City Agreement, in no event shall the repair, replacement, or restoration period exceed two (2) years from the date Developer obtains insurance proceeds unless City Manager, in his reasonable discretion, approves a longer period of time. City shall cooperate with Developer, at no expense to City, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Developer may elect not to repair, replace, or restore the Development Improvements by giving notice to City (in which event Developer will be entitled to all insurance proceeds but Developer shall be required to remove all debris from the applicable portion of the Site) or Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City and the other governmental agency or agencies with jurisdiction.

**9.7. Damage or Destruction Due to Cause Not Required to be Covered by Insurance.**

If the Improvements are completely destroyed or substantially damaged by a casualty for which Developer is not required to (and has not) insured against, or if insurance proceeds are insufficient to rebuild, and subject to the rights of an approved senior lender or any approved replacement primary lender then Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing City with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Developer shall concurrently repay the full outstanding balance of the City Loan to City and this Agreement shall be automatically terminated. As used in this Section 9.7, “substantial damage” caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is ten percent (10%) or more of the replacement cost of the improvements comprising the Improvements. In the event Developer does not timely elect to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 9.7, Developer shall be conclusively deemed to have waived its right to repair, replace, or restore the Improvements.

**9.8. Non Liability of City.** Developer acknowledges and agrees that:

(a) The relationship between Developer and City is and shall remain solely that of borrower and lender, and by this Agreement or any of the other Development Documents, City neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform Developer of any matter in connection with the Development, including matters relating to: (i) the Scope of Development, (ii) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (iii) the progress of the Rehabilitation of the Development and its conformity with the Scope of Development; and Developer shall rely entirely on its own judgment with respect to such matters and acknowledges that any review, inspection, supervision, approval or information supplied to Developer by City in connection with such matters is solely for the protection of City and that neither Developer nor any third party is entitled to rely on it;

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(b) Notwithstanding any other provision of any Project Document: (a) City is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of Developer and City does not intend to ever assume any such status; (b) City's activities in connection with the Site shall not be "outside the scope of the activities of a lender of money" within the meaning of California Civil Code Section 3434, as modified or recodified from time to time, and City does not intend to ever assume any responsibility to any person for the quality or safety of the Site; and (c) City shall not be deemed responsible for or a participant in any acts, omissions or decisions of Developer;

(c) City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Site, whether arising from: (a) any defect in any building, grading, landscaping or other on-site or off-site improvement; (b) any act or omission of Developer or any of Developer's agents, employees, independent contractors, licensees, invitees or volunteers; or (c) any accident on the Site or any fire or other casualty or hazard thereon; and

(d) By accepting or approving anything required to be performed or given to City under the Project Documents, including any certificate, financial statement, survey, appraisal or insurance policy, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

Nothing in this Article 9 shall be construed as limiting in any way the extent to which Developer may be held responsible for payments of damages to persons or property resulting from Developer's performance of the work covered under the City Agreement, the Agency Agreement or this Agreement.

**9.9. Reimbursement of City for Enforcement of Project Documents.** Developer shall reimburse City within thirty (30) days upon written demand itemizing all costs reasonably incurred by City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Development Documents including the following: (a) City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Development Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which City is indemnified under the Development Documents and defense of any action if City has tendered the defense of such action to Developer and Developer fails to defend any such action. Such reimbursement obligations shall bear interest from the date occurring 10 days after City gives written demand to Developer at the same rate as is provided in the City Note (or if different interest rates are specified therein, the highest non-default interest rate), and shall be secured by the City Deed of Trust. Such reimbursement obligations shall survive the cancellation of the City Note, release and reconveyance of the City Deed of Trust, issuance of a Certificate of Completion for the Improvements, and termination of this Agreement.

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**ARTICLE 10**

**ASSIGNMENT OF AGREEMENT**

This Agreement shall be binding upon Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Wherever this Agreement employs the term “Developer,” it shall be deemed to include Developer, its executors, administrators and assigns and all persons claiming under or through Developer. Except for Permitted Transfers, Developer shall not voluntarily assign any of its rights or obligations under this Agreement without the prior written consent of City and any purported assignment made without said consent shall be null and void for all purposes.

**ARTICLE 11**

**RECORDATION**

Developer agrees that this Agreement and any amendment or cancellation hereof shall be recorded in the official records of Riverside County by Developer within ten (10) days after the effective date of this Agreement and within ten (10) days after any amendment or cancellation hereof. Developer agrees to provide City with two copies of the recorded Agreement (or any amendment) within five (5) days of the recording date.

**ARTICLE 12**

**NOTICE**

Written notice, demands and communications between City and Developer shall be deemed sufficient if dispatched by personal delivery, overnight delivery by a reputable courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of City and Developer, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other’s addresses as either party may, from time to time, designate by mail, or the same may be delivered in person to representatives of either party upon such premises. Said addresses are as follows:

If to Developer:           MV Hemlock Limited Partnership  
  Attention: James Jernigan  
  5051 Canyon Crest Drive, Suite 104  
  Riverside, California 92507

with copy to:               Goldfarb & Lipman, LLP  
  Attention: Robert C. Mills  
  1300 Clay Street, 11<sup>th</sup> Floor  
  Oakland, California 94612

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If to City: City of Moreno Valley  
14177 Frederick Street  
P. O. Box 8805  
Moreno Valley, California 92552-0805  
Attn: City Manager

With copies to: Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, CA 92660-6422  
Attn: Mark J. Huebsch

Notices herein shall be deemed given as of the date of personal service or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

### **ARTICLE 13**

#### **WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of the Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

### **ARTICLE 14**

#### **SUBORDINATION**

In connection with City's review of Developer's financing pursuant to the provisions of this Agreement and the City Agreement and in the event City (through and by this delegation to the City Manager) finds that an economically feasible method of financing for the construction and operation of the Development, without the subordination of the affordable housing covenants as may be set forth in this Agreement, is not reasonably available, City Manager shall have the authority to enter into a subordination agreement which makes the affordable housing covenants set forth in this Agreement junior and subordinate to the deeds of trust and other documents required in connection with the Primary Loan and other construction and permanent financing for the Development approved pursuant to this Agreement. Developer shall make best efforts to ensure that any subordination agreement(s) required hereunder contain written commitments which City Manager finds are reasonably designed to protect City's investment in the Development in the event of default, including: (a) a right of City to assume such financing including any senior mortgage or deed of trust upon the same terms applicable to Developer pursuant to the loan documents, and (b) right of City to cure a default on such senior loan prior to foreclosure, (c) a right of City to negotiate with the lender after notice of default from the lender and prior to foreclosure, (d) an agreement that if prior to foreclosure of the senior loan, City takes possession of the Property and cures the default on the senior loan, the lender will not exercise any right it may have to accelerate the senior loan by reason of the transfer of title to City, and (e) a right of City to acquire the Site from Developer at any time after a material default on the senior loan. City will reasonably consider a reaffirmation of the original subordination to the Primary Loan upon modification, refinancing, or new financing; provided, however, the reaffirmation shall be evidenced by an agreement in a form reasonably

### **ATTACHMENT NO. 1 CITY REGULATORY AGREEMENT**

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acceptable to City and City's legal counsel. If and to the extent any reaffirmation, new or amended subordination, any estoppel certificates, or similar documents are requested and/or necessary, Developer expressly acknowledges and agrees that any and all third party cost incurred or to be incurred by City in excess of \$500 per request (increased annually by CPI), including for example attorney fees or other consultant's costs, are and shall be the sole financial responsibility of Developer (or its Lender or other third party, but in no event City). City has no obligation to commence work on such additional work relating to subordination or reaffirmation of subordination without a deposit of the estimated third party costs which City may draw upon to pay such third party costs. Pursuant to the applicable subordination agreement, any party and its successors and assigns, receiving title to the Site through a trustee's sale, judicial foreclosure sale, or deed in lieu of foreclosure of such senior deed of trust or mortgage, including a deed of trust or mortgage which is given in connection with such refinancing, and any conveyance or transfer thereafter, shall receive title free and clear of the provisions of this Agreement.

## **ARTICLE 15**

### **SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

## **ARTICLE 16**

### **CAPTION AND PRONOUNS**

The captions and headings of the various Articles and Sections of this Agreement are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and masculine, feminine and neuter shall be freely interchangeable.

## **ARTICLE 17**

### **ATTORNEYS' FEES**

In any action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees and expert witness fees.

## **ARTICLE 18**

### **MODIFICATION OF AGREEMENT**

This Agreement may be modified or amended by mutual consent of the parties, provided that all amendments are in writing.

## **ATTACHMENT NO. 1 CITY REGULATORY AGREEMENT**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Regulatory Agreement to be executed as of the day and year first above written.

**Developer:**

**MV HEMLOCK LIMITED PARTNERSHIP,**  
a California limited partnership

By: Rancho Belago Developers, Inc.,  
a California corporation, its  
administrative general partner

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By: James M. Jernigan,  
Its: President

**[Signatures continue on following page.]**

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**[Signatures continue from previous page.]**

**CITY:**

**CITY OF MORENO VALLEY,**  
a California municipal corporation

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

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**EXHIBIT "A" TO ATTACHMENT NO. 11**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

**ATTACHMENT NO. 2**

**CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE**

\_\_\_\_\_, a duly authorized officer of and on behalf of **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (“Owner/Operator”), hereby represents and warrants that:

1. He/she has read and is thoroughly familiar with the provisions of the **Affordable Housing Agreement (HOME)** (“Agreement”) by and between the **City of Moreno Valley** (“City”) and **Owner/Operator** of which this certification is an attachment. Capitalized terms not defined herein shall have the respective meanings established therefor in the Agreement.

2. As of the date of this certification, each Home Unit on the Site (i) is currently occupied by tenants qualifying as 50% AMI Very Low Income Households at an Affordable Rent (as such terms are defined in the Agreement); or (ii) is currently vacant and being held available for occupancy by such tenants in accordance with the Agreement and have been so held continuously since the date the previous qualifying tenant vacated such Housing Unit, as indicated: **[describe number of vacant Housing Units and length of time each such Housing Unit has remained vacant]**; or (iii) is occupied by qualifying tenants whose incomes have increased above such qualifications in accordance with the terms and conditions of Section \_\_\_\_ of the HOME Covenants.

3. The unit size, the rental amount charged and collected by Owner/Operator, the number of occupants and the income of the occupants for the HOME Units is set forth below: **[Add attachment if needed]**

This affidavit is made with the knowledge that it will be relied upon by City to determine compliance with the Agreement. Owner/Operator warrants that all information set forth in this document is true, correct and complete and based upon information Owner/Operator deems reliable and based upon such investigation as Owner/Operator deemed necessary.

Owner/Operator acknowledges that Owner/Operator has been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of the City Agreement and may entitle City to initiate and pursue all applicable legal and equitable remedies with respect such City Agreement.

**[CONTINUED ON NEXT PAGE]**

Owner/Operator does hereby swear under penalty of perjury that the foregoing statements are true and correct and that this certificate was executed on \_\_\_\_\_, 20\_\_ at Moreno Valley, California.

**“OWNER/OPERATOR”**

**MV HEMLOCK LIMITED PARTNERSHIP,**  
a California limited partnership

By: Rancho Belago Developers, Inc.,  
a California corporation, its  
administrative general partner

---

By: James M. Jernigan,  
Its: President

**ATTACHMENT NO. 3**

**PARTICIPANT CERTIFICATE TO CITY**

\_\_\_\_\_, 201\_ (the "Date of Certificate")

City of Moreno Valley  
Attention: City Manager  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805

Re: Affordable Housing Agreement (HOME) by and between the City of Moreno Valley (the "City") and MV Hemlock Limited Partnership, a California limited partnership (the "Participant"), dated as of June 21, 2011 (the "Agreement")

Ladies and Gentlemen:

The undersigned as Participant under the Agreement does hereby state, declare, certify, represent and warrant to the City, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.

The Agreement is in full force and effect and shall remain in full force and effect.

2. The City Covenants, the Agency Participant CC&Rs, the Memorandum of Agreement, the Agency Deed of Trust, the Affordability Restriction Notice, the HOME Agreement, the City Deed of Trust and additional instruments, if any, required by the Agreement to be recorded have been recorded among the official land records of the County of Riverside.

3. Participant has sufficient internal funds and/or has obtained a loan or financing, including all sources of financing as described and in the amounts set forth therefor in the Financing Assumptions, subject to customary conditions, for construction of the Development, and City has approved such evidence of financing, in accordance with Sections 4.15 and 4.15.1 of the Agreement. A construction loan providing financing for the Development is ready to close, and shall close, and a portion of proceeds from the sale of Tax Credits, as described in Section 4.15.1 of the Agreement, shall be immediately available for use in constructing the Improvements.

4. TCAC has issued a reservation of 4% Tax Credits and the Participant has satisfied all conditions precedent to such reservation.

5. Participant has obtained at its expense and shall cause to be delivered to City a lender's ALTA policy of insurance for the City Deed of Trust (for the amount of the City HOME Amount) showing a lien position conforming to the Agreement.

6. Participant complied with Section 3.1(e) of the Agreement in connection with selection of contractors and the award of a contract for construction of the Improvements.

7. Participant has obtained payment bonds and performance and completion bonds for off-site improvements required by the City in connection with the development of the Site, in an amount and from a surety company acceptable to the Executive Director. All bonds have been issued by good and solvent sureties qualified to do business in California and have a rating of A or better in the most recent edition of Best's Key Rating Guide.

8. The HOME Agreement has been executed and remains in full force and effect.

9. All of the insurance policies required by Section 4.5 of the Agreement are in full force and effect.

10. Upon completion, the Required Affordable Units shall be occupied in accordance with the Agency Agreement and the HOME Units shall be occupied in accordance with the Agreement.

11. The representations and warranties of Participant contained in the Agreement are true and correct as of the Date of Certificate.

12. No Event of Default by Participant has occurred under the Agreement and no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Participant under the Agreement.

13. Participant has not, prior to the Date of Certificate transferred the Agreement, the Site, or any rights of Participant therein.

14. Participant affirms that Section 4.7 of the Agreement shall survive closing, including without limitation the provisions thereof under which Participant shall defend, indemnify and hold harmless the City from any claims, losses, liabilities, and damages arising out of the Participant as set forth in Section 4.7 and/or in connection with the design and/or construction of the Improvements and/or the effect of liens or stop notices.

15. Participant has received no notice from any governmental agency that there are Hazardous Materials on the Site and is not aware of the presence of Hazardous Materials on the Site in excess of amounts permitted by law.

16. Participant is operating and in good standing as a qualified limited partnership under the laws of the State of California and as reflected in the records of the California Secretary of State.

17. Participant remedies to City each and every representation and/or warranty made to City under the Agreement.

Participant executes this Participant Certificate to City for the benefit and protection of the City with full knowledge that the City is relying on this Participant Certificate to City in disbursing moneys to the Participant.



IN WITNESS WHEREOF, the undersigned, as Participant, has executed this Participant Certificate to City as of the date first written above.

**PARTICIPANT**

**MV HEMLOCK LIMITED PARTNERSHIP**

a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**ATTACHMENT NO. 4**

**REQUEST FOR NOTICE OF DEFAULT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: City Manager

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE ONLY

Exempt from recording fees pursuant to  
Government Code § 6103.

**Request for Notice Under Section 2924b Civil Code**

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. \_\_\_\_\_ on \_\_\_\_\_, 201\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, Official Records of Riverside County, California, and describing land therein as

See Exhibit A attached hereto

executed by \_\_\_\_\_, as Trustor, in which \_\_\_\_\_ is named as Beneficiary, and \_\_\_\_\_ as Trustee, be mailed to CITY OF MORENO VALLEY, at 14177 Frederick Street, Moreno Valley, California 92552-0805, Attention: City Manager.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

\_\_\_\_\_  
City Manager

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED

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

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

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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

**ATTACHMENT NO. 5**

**CITY NOTE**

**PROMISSORY NOTE**

\$1,200,000

\_\_\_\_\_, 2011  
Moreno Valley, California

FOR VALUE RECEIVED, the undersigned **MV HEMLOCK LIMITED PARTNERSHIP**, a California limited partnership (“Maker” or “Participant”), having its principal place of business at 5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, promises to pay to the order of the **CITY OF MORENO VALLEY**, a municipal corporation (“Payee” or “City”), at 14177 Frederick Street, Moreno Valley, California 92552-0805, or at such other place as the holder of this Note from time to time may designate in writing, the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000), together with interest on the unpaid principal amount of this Promissory Note (“Note” or “City Note”) from time to time outstanding at a rate equal to one percent (1%) simple per annum (which is referred to herein as the “Interest Rate”) in lawful money of the United States of America. Interest shall accrue based upon the time(s) and amount(s) of disbursements by the City. This Note is being delivered pursuant to the Affordable Housing Agreement (HOME) dated as of June 21, 2011, between Maker and Payee (the “City Agreement”). The loan evidenced by this Note shall be governed by such provisions of the City including without limitation the attachments thereto) as shall be applicable. All capitalized terms used herein shall have the meanings set forth therefor in the City Agreement except as otherwise expressly set forth herein.

1. Payments of Principal and Interest. Payments hereunder shall be due on the first day of July commencing as of July 1, 2013 and continuing until July 1, 2066 (the “Maturity Date”) unless sooner satisfied. This Promissory Note shall be payable from the City Allocable Percentage (namely, eight percent [8%]) of Residual Receipts; payments shall be in *pari passu* with payments of forty-two percent (42%) of Residual Receipts to the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the “Agency”). Payments to the City may, at the option of Payee, be accelerated and shall be due and payable hereunder in the event of the occurrence of any default under the City Agreement, that certain agreement entitled “Affordable Housing Agreement” by and between the Agency and the Participant, dated as of June 21, 2011 (the “Agency Agreement”), the City Deed of Trust (as defined below), the Agency Note, the Agency Deed of Trust, the City Covenants, the HOME Covenants or the Agency Participant CC&Rs.

Except in the event of a transfer of Participant’s interest in the Site (or the Improvements) contrary to the provisions of the City Agreement or the Agency Agreement, the Maker’s payments to City hereunder shall not be deemed in default hereunder so long as Maker makes payments to the City of the City Allocable Percentage of Residual Receipts, if any, for the corresponding Operating Year, where such payment is required.

Excepting for (i) defaults, (ii) events resulting in acceleration under this City Note or (iii) the occurrence of the Maturity Date, in which events the entire amount of this City Note shall become immediately due and payable and shall be payable from any revenues of the Maker without limitation, payments under this City Note shall, at the option of the Maker, be limited to Residual Receipts as provided below.

Notwithstanding any provision of this City Note to contrary effect, the Maker shall make payment in full to the City of the outstanding balance under this City Note on the Maturity Date.

2. Payments shall be accelerated and shall be due and payable hereunder in the event of the occurrence of any default and the expiration without cure of any applicable cure period under the City Agreement, the Agency Agreement, the City Deed of Trust (as defined below), the HOME Covenants, the City Covenants, the Agency Deed of Trust, the Tax Credit Regulatory Agreement, the Agency Participant CC&Rs, or any debt that is senior to this Note.

3. Other Loan Documents. Repayment of this Note is secured by a deed of trust (the "City Deed of Trust") of this date executed by Maker for the benefit of Payee encumbering the Site described in the City Deed of Trust (the "Property").

4. Prepayment. Maker shall have the right to prepay amounts owing under this City Note at any time.

5. Due on Sale or Encumbrance. In the event of any Transfer (as defined below) of the Site, or any portion thereof or interest therein, Payee shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Site, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Site, granting of an option to purchase any portion of or interest in the Site or any interest therein, or the lease of all or substantially all of the Site or of all or substantially all of the improvements located thereon, without the prior written approval of the City. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer. Payments under this Section 5 shall be subject and subordinate to payments to the recovery by Participant of the Developer Fee (and interest thereon as prescribed above).

6. Subordination to Multifamily Note. The Participant and the Payee each makes the following representations and warranties:

"The indebtedness evidenced by this Promissory Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note in the original principal amount of approximately \$9,500,000 payable to the lender of the Primary Construction Loan, and subsequently, to indebtedness evidenced by a Multifamily Note in the original principal amount of approximately \$4,012,475 payable to the lender of the Primary Permanent Loan (collectively, hereinafter the "Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of \_\_\_\_\_, 201\_\_, between the Payee, the Participant and the Senior Lender (the "Subordination Agreement"). The mortgage or deed of trust securing this Promissory Note is

and shall be subject and subordinate in all respects to the Assignment of Rents, Security Agreement and Fixture Filing securing the rights and remedies of the Senior Lender and each subsequent holder of this Promissory Note under the mortgage or deed of trust securing this Promissory Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Promissory Note shall be deemed, by virtue of such holder's acquisition of the Promissory Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.”

In the event of the refinancing of the senior loan for an amount not in excess of the outstanding principal balance of the existing senior loan and reasonable and customary closing costs, the City will execute an instrument or instruments evidencing the subordination of the indebtedness evidenced by this Promissory Note to such new senior loan.

7. Miscellaneous.

(a) Governing Law. All questions with respect to the construction of this Note and the rights and liabilities of the parties to this Note shall be governed by the laws of the State of California.

(b) Binding on Successors. This Note shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Note.

(c) Attorneys' Fees.

(i) Maker shall reimburse Payee for all reasonable attorneys' fees, costs and expenses, incurred by Payee in connection with the enforcement of Payee's rights under this Note, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state or federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Payee's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term “expenses” means any expenses incurred by Payee in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Payee in connection with any such proceeding.

(ii) Payee shall also be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Note into any judgment on this Note.

(d) Entire Agreement. This Note and the relevant provisions of the City Agreement constitute the entire agreement and understanding between and among the parties in respect of the subject matter of such agreements and supersede all prior agreements and understandings with respect to such subject matter, whether oral or written.

(e) Time of the Essence. Time is of the essence with respect to every provision hereof.

(f) Waivers by Maker. Except as otherwise provided in any agreement executed in connection with this Note, Maker waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; and diligence in taking any action to collect any sums arising under this Note or in any proceeding against any of the rights or interests in or to properties securing payment of this Note.

(g) Non-waivers. No previous waiver and no failure or delay by Maker in acting with respect to the terms of this City Note or the City Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this City Note, the City Deed of Trust or the obligations secured thereby. A waiver of any term of this City Note, the City Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this City Note and the terms of any other document related to the loan evidenced by this City Note, the terms of this City Note shall prevail.

8. Non-recourse. This City Note shall be a nonrecourse obligation of the Participant. Payee's sole recourse in the event of a default by the Participant shall be to the Development.

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**ATTACHMENT NO. 6**  
**CITY DEED OF TRUST**

Order No.  
Escrow No.  
Loan No.

WHEN RECORDED MAIL TO:

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, California 92552-0805  
Attention: City Manager

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made as of \_\_\_\_\_, 2011, between MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership herein called TRUSTOR, whose address is:

5051 Canyon Crest Drive, Suite 104, Riverside, California 92507, FIRST AMERICAN TITLE, a California corporation, herein called TRUSTEE, and

the CITY OF MORENO VALLEY, a municipal corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property(the "Property") in the City of Moreno Valley, County of Riverside, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$1,200,000 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each and every obligation, covenant, promise or agreement of Trustor that certain Affordable Housing Agreement (HOME)(the "City Agreement") between the Beneficiary and the Trustor, which is on file with the Beneficiary as a public record and is incorporated herein by reference or contained herein (including without limitation Exhibit B hereto) and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. A breach or default under the promissory note or a breach or default under the "Agreement" or any instrument referenced in Exhibit B hereto,

Attachment No. 6  
Page 1 of 3

DOCSOC/1494358v5/022810-0002

Item No. G.4

Attachment D  
-944-



or under any obligation to which this deed of trust is subordinated, shall be deemed to constitute a default hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	1964	149774			
						Series 5					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law. A default under one or more of those instruments set forth in Exhibit B hereto or referenced above shall constitute a default hereunder.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Notwithstanding anything to the contrary in such fictitious deed of trust, Beneficiary shall provide to trustor all casualty insurance proceeds to enable Trustor to repair or rebuild the improvements located on the property subject hereto in accordance with Section 4.6 of the City Agreement.

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 of Notary Public

(Notary Seal)

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## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED

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

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

Number of Pages \_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

### CAPACITY CLAIMED BY THE SIGNER

- Individual(s)  
 Corporate Officer

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

## **EXHIBIT "B"**

### **RIDER TO DEED OF TRUST**

Exhibit B to Deed of Trust with Assignment of Rents dated as of \_\_\_\_\_, 201\_, executed by MV Hemlock Limited Partnership, a California limited partnership, as "Trustor," to First American Title, a California corporation, as Trustee, for the benefit of the City of Moreno Valley, a municipal corporation, as "Beneficiary" ("Deed of Trust").

1. **DEFAULT - OTHER DEEDS OF TRUST, DEED, COVENANTS CONDITIONS AND RESTRICTIONS (CC&Rs) AND AGREEMENT.** A default under any of the following shall, at Beneficiary's option, constitute a default under this Deed of Trust:
  - (a) A default under that certain Affordable Housing Agreement (HOME) ("City Agreement" or the "City Agreement") dated as of June 21, 2011, between Trustor and Beneficiary or any default under any City Note or City Deed of Trust delivered under the Agreement, whether senior or junior to this Deed of Trust (all capitalized terms not defined herein shall have the meanings established therefor under the Agreement); or
  - (b) A default under the Agency Note or the Agency Deed of Trust (as those are defined under that certain Affordable Housing Agreement between the Community Redevelopment Agency of the City of Moreno Valley ("Agency") and Trustor hereunder, dated as of June 21, 2011 (the "Agency Agreement")); or
  - (c) A default under the "Agency Participant CC&Rs" (as executed and recorded pursuant to the Agency Agreement).
  - (c) A default under the "Tax Credit Regulatory Agreement" (as defined in the Agency Agreement);
  - (d) A default under the "HOME Covenants" (as defined in the City Agreement); or
  - (e) A default under the City Covenants (as entered into pursuant to the AHA).
  
2. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deeds of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.
  
3. **DUE ON SALE OR ENCUMBRANCE.** In the event of any Transfer (as defined below) of the Property, or any portion thereof or interest therein, Beneficiary shall have the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. As used herein, the term "Transfer" means and includes the direct or indirect sale, transfer, conveyance, mortgage for an amount greater than the outstanding balance of a loan existing as of the time such refinancing is commenced, further encumbrance, assignment, or other alienation of the Property, or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the

execution of any installment land sale contract, sales agreement or similar instrument affecting all or a portion of the Property, granting of an option to purchase any portion of or interest in the Property or any interest therein, or the lease of all or substantially all of the Property or of all or substantially all of the improvements located thereon, without the prior written approval of the Agency. "Transfer" shall not include (i) the leasing of individual dwelling units on the Site so long as Maker complies with the provisions of the Agency Participant CC&Rs, the City Covenants, the HOME Covenants, the Agency Agreement and the City Agreement relating to such leasing activity, (ii) conveyance of easements in the Site for utility purposes, and (iii) granting of an option for purchase of the Development to a general partner of the Participant. Failure of Beneficiary to exercise the option to declare all sums secured hereby immediately due and payable upon a Transfer will not constitute waiver of the right to exercise this option in the event of any subsequent Transfer.

4. **PRIORITY OF DEED OF TRUST.** This Deed of Trust is subject and subordinate to the following deeds of trust: the deed of trust in favor of the Primary Construction Lender and/or the Primary Permanent Lender and a deed of trust, if any, in favor of the City.
5. **PROHIBITION AGAINST TENANCY UNDER FORECLOSURE.** Notwithstanding anything to the contrary set forth in this Deed of Trust or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that, in no event will any action be taken which violates Section 42(h)(6)(E)(ii) of the U.S. Internal Revenue Code of 1986, as amended, regarding prohibitions against evicting, terminating any tenancy or increasing rent of tenants for a period of three (3) years after acquisition of a building by foreclosure or deed-in-lieu of foreclosure.

## DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

G. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To Pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

H. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such



successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

**DO NOT RECORD** REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to

\_\_\_\_\_

*Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.*

**DEED OF TRUST  
with power of sale**

**First American Title  
TRUSTEE**

ATTACHMENT NO. 7

MEMORANDUM OF AGREEMENT

Requested By and )
When Recorded Return To: )
City of Moreno Valley )
14177 Frederick Street )
Moreno Valley, California 92552-0805 )
Attention: City Manager )

This document is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), dated as of \_\_\_\_\_, 2011, is entered into by and between the CITY OF MORENO VALLEY, a municipal corporation ("City") and MV HEMLOCK LIMITED PARTNERSHIP, a California limited partnership (the "Participant").

1. Affordable Housing Agreement (HOME). City and Participant have executed an Affordable Housing Agreement (HOME) (the "City Agreement") dated as of June 21, 2011, covering that certain real property located in the City of Moreno Valley, County of Riverside, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. The City Agreement is on file as a public record with the City at its offices at 14177 Frederick Street, Moreno Valley, California 92552-0805. All of the terms, conditions, provisions and covenants of the City Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the City Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the City Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum and the City Agreement, the terms, conditions, provisions and covenants of the City Agreement shall prevail.

**PARTICIPANT:**

**MV HEMLOCK LIMITED PARTNERSHIP**  
a California limited partnership

By: Rancho Belago Developers Inc.,  
a California corporation, its  
administrative general partner

By: \_\_\_\_\_  
James M. Jernigan, President

**CITY:**

**CITY OF MORENO VALLEY,**  
a municipal corporation

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The Property referred to herein is situated in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 3 OF PARCEL MAP NO. 19493 ON FILE IN BOOK 136 PAGES 87 AND 88 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 481-322-045-1

**And**

PARCEL 1:

AN UNDIVIDED 48/48THS INTEREST IN AND TO LOTS 3 AND 5 OF TRACT 4843, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 92 AND 93 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
EXCEPTING THEREFROM UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4843, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
ALSO EXCEPTING THEREFROM EASEMENTS FOR VEHICULAR PARKING OVER PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "CARPORT" AND "PARKING" AND EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREAD DESIGNATED ON SAID CONDOMINIUM PLAN AS "STAIRWAY".

PARCEL 2:

UNITS 105 THROUGH 152, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4943, SAID PLAN BEING RECORDED AUGUST 22, 1977 AS INSTRUMENT NO. 163202 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3:

AN EXCLUSIVE EASEMENT OR EXCLUSIVE EASEMENTS APPURTENANT TO SAID LAND FOR VEHICULAR PARKING AND, IF APPLICABLE, INGRESS AND EGRESS OVER THOSE PORTIONS OF THE COMMON AREA DESIGNATED ON SAID CONDOMINIUM PLAN AS "RESTRICTED COMMON AREA" FOR EACH UNIT.

APN: 481-281-059-8 AND 481-281-060-8

# CITY MANAGER'S REPORT

**(Informational Oral Presentation only –  
not for Council action)**

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ORDINANCE NO. 825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A FIRST AMENDMENT TO THE AQUABELLA DEVELOPMENT AGREEMENT (P11-029) TO REMOVE PLANNING AREA 2

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

SECTION 1: RECITALS

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 The First Amendment to the Aquabella Development Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to this City Council during the public hearing regarding the First Amendment on June 14, 2011, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

1. **The proposed First Amendment is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

**FACT:** The First Amendment does not remove any responsibilities of the developer identified in the Development Agreement, nor does it change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

2. **The proposed First Amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located.**

**FACT:** The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

3. **The proposed First Amendment will not be detrimental to the public health, safety or general welfare.**

**FACT:** The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

4. **The proposed First Amendment is in conformity with public convenience, general welfare and good land use practice.**

**FACT:** The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

5. **The proposed development agreement will not adversely affect the orderly development or the preservation of property values for the subject property or any other property.**

**FACT:** The First Amendment does not change any land use or development standard identified in the Aquabella Specific Plan. The area proposed to be removed encompasses less than two percent (2%) of the territory subject to the Development Agreement.

No specific development proposal has been submitted for the area proposed to be removed from the Development Agreement. Any future development proposal will be reviewed for conformance with the General Plan and zoning district to ensure that it would not



cause serious public health problems or be materially injurious to properties or improvements in the general vicinity.

SECTION 3: ADOPTION

Based on the foregoing recitals and findings, the City Council of the City of Moreno Valley does hereby adopt and approve the First Amendment to the Aquabella Development Agreement attached hereto as Exhibit A, and does hereby authorize the Mayor to sign the First Amendment on behalf of the City.

SECTION 4: EFFECT OF ENACTMENT:

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

SECTION 5: NOTICE OF ADOPTION:

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

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 28th day of June, 2011.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

**ORDINANCE 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 Ordinance No. \_\_\_\_\_ had its first reading on \_\_\_\_\_, \_\_\_\_\_ and had its second reading on \_\_\_\_\_, \_\_\_\_\_, and 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)

**ORDINANCE NO. 826**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING SECTIONS 9.03 RESIDENTIAL DEVELOPMENT, 9.08 GRADING, 9.11 PARKING, PEDESTRIAN AND LOADING, 9.16 DESIGN GUIDELINES AND 9.17, LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS**

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

SECTION 1. FINDINGS:

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

SECTION 2 FINDINGS:

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on June 14, 2011, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

FACT: All of the proposed changes are consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. The amendment provides an update to the existing code to ensure compliance with the new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit which was effective January 29, 2010, with compliance by July 29, 2011. The updates include sections pertaining to residential development, grading, parking pedestrian and loading requirements, design guidelines and the landscape requirements.

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

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

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

**SECTION 3 MUNICIPAL CODE AMENDMENT:**

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

3.2 Section 9.03.040 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

**“9.03.040 Residential site development standards.**

The following standards shall apply to land and permitted or conditionally permitted buildings and structures located within the herein described residential districts. The standards stated herein are not intended to prevent more restrictive private site development standards contained in the covenants, conditions and restrictions or other private consensual restrictions imposed on any property or dwelling unit. However, in no case shall private deed or other property restrictions be applied or recognized so as to permit a lesser standard than the minimum standards established in this title or to otherwise revise the standards established by this title.

A. Rural Residential Requirements.

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the minimum percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

a. Slope-Density-Natural Area Table 9.03.040-4.

<b>Slope Class</b>	<b>Allowable Density (DU/Acre)</b>	<b>Amount of Open Space Required</b>
Greater than 25%	0.05 (1 du/20 ac)	60%
15.1% to 25%	0.10 (1 du/10 ac)	50%
10% to 15%	0.20 (1 du/5 ac)	35%
Less than 10%	0.40 (1 du/2.5 ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The slope analysis shall be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the ten (10) to fifteen (15) percent slope class and five acres falls within the 15.1 percent to twenty-five (25) percent slope class, then the total permitted yield shall be two dwelling units (10 ac × 0.10 du/ac plus 5 ac × 0.20 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one dwelling unit per 2.5 acres within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, minimum lot size within the rural residential district may be reduced to twenty thousand (20,000) square feet, or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

<b>Lot Size</b>	<b>Standards</b>
Under 40,000 s.f.	R2 district standards

<b>Lot Size</b>	<b>Standards</b>
40,000 s.f. or greater	R1 district standards

6. Grading within the rural residential district shall be performed as described under the hillside residential requirements, subsection (B)(6) of this section.

**B. Hillside Residential Requirements.**

1. Slope-Density-Natural Area Relationship. The maximum density (du/ac) and the percent of a site to remain in a natural state shall be determined by a slope analysis applied to the Slope-Density-Natural Area Table, as defined below.

**a. Slope-Density-Natural Area Table 9.03.040-5.**

<b>Slope Class</b>	<b>Allowable Density (DU/Acre)</b>	<b>Minimum Amount of Open Space Required</b>
Greater than 25%	0.10 (1 du/10 ac)	60%
15.1% to 25%	0.25 (1 du/4 ac)	50%
10% to 15%	0.50 (1 du/2 ac)	35%
Less than 10%	1.00 (1 du/ac)	n/a

b. Slope analysis calculations and mapping shall be provided by the applicant as described under subsection C of this section. The Community & Economic Development Director may require the slope analysis to be certified by a qualified civil engineer or licensed surveyor.

c. The total number of dwelling units permitted within a project area shall be the sum of the allowable dwelling units within each slope class. For example, if ten (10) acres of the project falls within the 15.1 percent to twenty-five (25) percent slope class and five acres falls within the greater than twenty-five (25) percent slope class, then the total permitted yield shall be three dwelling units (10 ac × 0.25 du/ac plus 5 ac × 0.10 du/ac).

2. Minimum Lot Size. Minimum lot size shall be one acre within a slope category of ten (10) percent or less unless determined to be reduced by an approved slope analysis. Based on the outcome of a slope analysis, the lot size within the hillside residential district may be reduced to ten thousand (10,000) square feet or the minimum lot size of the adjacent zone, whichever is greater, if clustered on slopes of less than ten (10) percent and the lots are part of a project that preserves the steeper slope classes as natural open space by dedication to an appropriate governmental entity, open space easement, transfer of development rights or other means approved by the city. The

ongoing maintenance of such open space areas shall be ensured through a mechanism approved by the city.

3. Subdivision Design and Future Land Divisions.

a. Subdivisions shall be compatible with the surrounding development pattern. A subdivision shall be considered compatible if the lots created along the outside boundary of the project are no smaller than the average lot size within three hundred (300) feet of the project boundary. Parcels greater than five acres in area shall be excluded from the calculations when determining the average lot size within three hundred (300) feet of the project boundary.

b. Subdivisions shall be designed in such a way as to transfer development density to the lower slope classes and preserve the steeper slopes for very low density and/or open space. Subdivisions created in this way are prohibited from further division so as not to circumvent the density transfer and the purpose of the district. This restriction shall be binding on the subdivider and subsequent land owners. Therefore, this restriction shall be secured by development agreement or other type of recorded deed restriction approved by the city.

4. Building Height. Dwellings and other accessory structures shall not exceed thirty (30) feet in overall height, provided that on slopes of less than ten (10) percent, the overall height shall not exceed thirty-five (35) feet.

5. Setbacks and Other Site Development Criteria. Front, side and rear setbacks and other site development standards not specifically referenced in this section shall be subject to the following standards:

Lot Size	Standards
Less than 20,000 s.f.	R-3 district standards
20,000 s.f. to 40,000 s.f.	R-2 district standards
40,000 s.f. or greater	R-1 district standards

6. Grading of any site shall be minimized and shall conform to the provisions contained in the city of Moreno Valley design guidelines, Ch. 9.16, under Applications for hillside development, Article IV, Sections 9.16.170 through 9.16.230 of this title, and the following standards:

Slope Class	Standards
15.1—25%	Padded building sites may be allowed, but maximum use of custom foundations and split level designs shall be employed to reduce the need for large padded building areas.

Slope Class	Standards
Above 25%	Mass grading is not permitted. Special hillside architectural and design techniques are expected in order to conform to the natural landform. Homes constructed on lots within this terrain shall use custom, multiple-level foundations.
For all areas	All graded areas shall be protected from wind and water erosion through acceptable slope stabilization methods such as planting, walls or jute netting.

C. Slope Calculations. For the purposes of this section, the following method will be used to determine slope.

1. "Slope" is defined as the relationship between the change in elevation (rise) of the land and the horizontal distance (run) over which that change in elevation occurs. The percent of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

2. a. For the purpose of determining the amount and location of land falling into each slope category, the applicant shall submit to the community development department, at the time of application, a base topographic map of the subject site prepared and signed by a registered civil engineer or licensed land surveyor. Such a map shall have a scale of not less than one inch to two hundred (200) feet and a contour interval of not more than ten (10) feet.

b. This base topographic map shall include all adjoining properties within three hundred (300) feet of the site boundaries. Slope bands in the range of less than ten (10) percent, ten (10) to fifteen (15) percent, fifteen (15) to twenty-five (25) percent, and greater than twenty-five (25) percent shall be delineated on the topographic map. The map shall be accompanied by a tabulation of the land area in each slope category specified in acres. The exact method for computing the percent slope and area by percent slope category is to be sufficiently described and presented so that a review can readily be made.

3. Slope Mapping Method.

a. The percent slope of any particular piece of land shall be plotted on the map as described in this subsection.

b. In preparing a slope map, those portions of ravines, ridges and terraces of less

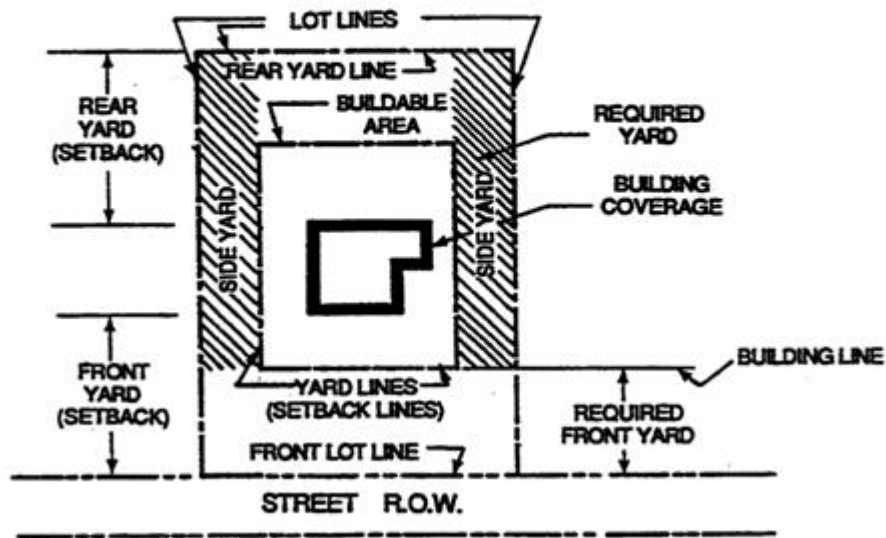
area generally sloping at twenty-five (25) percent slope or greater, shall be regarded as part of the bordering twenty-five (25) percent slope or greater band.



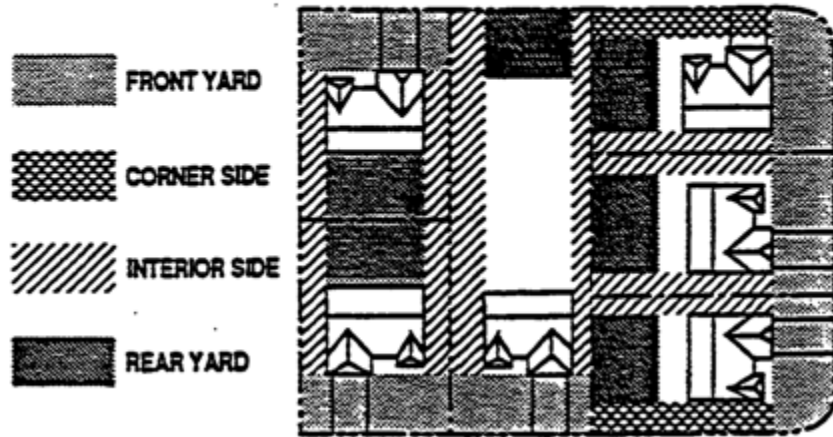
D. General Residential Requirements. The following tables sets forth minimum site development standards for residential development projects in the specified residential districts. In addition, projects must comply with

the special development standards enumerated in this section, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies and standards.

**Figure 9.03.040-1  
Residential Lot Information**



**Figure 9.03.040-2  
Residential Yard Descriptions**



**Table 9.03.040-6**

**Residential Site Development Standards  
Single-Family Standards**

<b>Requirement</b>	<b>R1</b>	<b>R2</b>	<b>RA2</b>	<b>R3</b>	<b>R5</b>	<b>RS10</b>
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%

<b>Requirement</b>	<b>R1</b>	<b>R2</b>	<b>RA2</b>	<b>R3</b>	<b>R5</b>	<b>RS10</b>
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

\* The term “DUs” means dwelling units.

\*\* The term “K” means thousands.

\*\*\* See Section 9.08.030 regarding accessory structures and room additions.

**Notes to Residential Site Development Standards Table 9.03.040.6.**

1. Combined interior side yard setbacks of twenty (20) feet shall be provided with a minimum of five feet on one side.

2. Combined interior side yard setbacks of fifteen (15) feet shall be provided with a minimum of five feet on one side.

3. In the RS10 district the minimum street side setback shall be ten (10) feet. The interior side setback shall be five feet, except in the case of zero lot line developments with houses placed on an interior side lot line. When a house is placed on an interior side lot line, the other minimum side yard setback shall be ten (10) feet. Where applicable, an easement at least five feet in width shall be provided along the common lot line. The easement shall guarantee the right to use and occupy the easement for a roof overhang(s), stormwater drainage and for building maintenance and repair.

**Table 9.03.040-7**

**Residential Site Development Standards**

**Multifamily Standards**

<b>Requirement</b>	<b>R10</b>	<b>R15</b>	<b>R20</b>	<b>R30</b>
1. Maximum density (DUs*/net acre)	10	15	20	30
2. Minimum lot size (net area in sq. ft.)	1 acre	1 acre	1 acre	1 acre
3. Minimum lot width in feet	200	200	200	200
4. Minimum lot depth in feet	175	175	175	175
5. Minimum front yard setback, in feet	20	25	30	30
6. Minimum side yard setback, in feet				
Interior side yard	10	10	10	10 feet plus 2 feet for every 5 feet in height over 30 feet
Street side yard	20	20	20	20
<b>Requirement</b>	<b>R10</b>	<b>R15</b>	<b>R20</b>	<b>R30</b>
7. Minimum rear yard setback, in ft.	15	20	25	10 feet plus 2 feet for every 5 feet in height over 30 feet
8. Maximum lot coverage	40%	45%	50%	50%
9. Maximum building and structure height, in feet	50 feet			
10. Minimum dwelling size (sq. ft.)	See Note 1			
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	20	20	20
12. Floor area ratio	.75	.75	.75	1.0

\* The term "DUs" means dwelling units.

**Note to Residential Site Development Standards Table 9.03.040-7.**

1. Minimum dwelling sizes in multiple-family projects shall be as follows:
  - a. One bedroom: four hundred fifty (450) square feet;
  - b. Two bedroom: eight hundred (800) square feet;
  - c. Three bedroom: one thousand (1,000) square feet.

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

- a. Front porches;
- b. Automatic garage door openers;
- c. Electronic security systems;

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately plant materials to include water efficient native plants, except for necessary walks and fences. Landscape areas shall be designed to promote water retention and allow runoff from impervious surfaces. Hardscape areas are recommended to be constructed with pervious surfaces where feasible to reduce runoff.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The Community & Economic Development Director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 District, Landscape Trees. One tree per twenty (20) linear feet of building dimension for the portions of building visible from parking lot or ROW and one tree per twenty (20) linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to sixty (60) percent of the units may be in buildings with three or four stories, fifty (50) feet maximum height subject to planning commission approval.

**Table 9.03.040-8**

<b>Designation</b>	<b>Minimum Density*</b>	<b>Maximum Density</b>
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

\* Eighty (80) percent of allowable density must be achieved by all multiple-family residential developments.

G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors.

2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.

4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving. Parking lots shall provide openings in curbs to convey surface drainage into landscape areas for water quality, retention and absorption.

5. Open parking areas should be clustered and treated as landscaped plazas and courts.

6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian oriented site.

7. No more than four units for a two-story structure should be served by one entry.

8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.

9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.
10. Individual units should have a porch or porch-like space at the front door.
11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.
12. Trash enclosures shall include solid roofs and be designed to be compatible with the project's architecture.
13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.
14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.
15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.
16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include interlocking paver bands or etchings across drives. Speed bumps or Botts' dots are not an acceptable alternative.
17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.
18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.
19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.
20. Multiple-family projects warrant special design considerations, including:
  - a. Intimate, shaded outdoor seating areas;
  - b. A network of pathways, providing interesting walking experiences;
  - c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;
  - d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;
  - e. Security;



- f. Direct ambulance access (senior housing projects);
- g. Parking close to units;
- h. Elevators (senior housing projects).

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multifamily projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest. (Ord. 808 §§ 2.2—2.2.3, 2010; Ord. 797 §§ 2.4, 2.4.2—4, 2009; Ord. 773 § 3, 2008; Ord. 757 §§ 2.7, 2.7.2, 2008; Ord. 757

§§ 2.7, 2.7.2, 2008; Ord. 726 § 4.3, 2006; Ord. 698 § 3.1(c), 2005; Ord. 694 § 1.1 (part), 2005; Ord. 616 §§ 2.2.1, 2.2.2, 2003; Ord. 604 § 2.3, 2002; Ord. 520 § 1.9, 1997; Ord. 475 § 1.4, (part), 1995; Ord. 468 §§ 1.4, 1.5, 1995; Ord. 461 § 1.1, 1995; Ord. 386 § 1.13, 1993; Ord. 359 (part), 1992)”

3.3 Section 9.08.080 Grading of Chapter 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

**“9.08.080 Grading.**

Whenever a development approval is given for a project requiring grading, or other preparation of the soil, the city may impose

conditions of the approval of the development relating to grading. Such conditions are considered in issuance of any future grading permit and are complied with in addition to

the other provisions of the building code. Such conditions may require, but are not limited to, the following:

A. Lots slope to landscape areas or pervious surfaces unless otherwise approved by the City Engineer;

B. An erosion control plan, prepared by a registered civil engineer, is submitted to and approved by the public works department prior to grading plan approval. The plan addresses methods of control (such as desilting basins, checkdams, sandbagging), and interim storm drain construction, if necessary;

C. Dust control measures are identified;

D. Cut and fill slopes are not constructed steeper than two to one (2:1);

E. All cut or fill slopes over three feet in depth are landscaped prior to the issuance of a certificate of occupancy or building final, and as soon as practicable after completion of final grading;

F. Slopes are designed to minimize scaring of the land by terracing, reducing slope gradients, adding topsoil, building retaining walls, special slope planting or other means. Man-made slopes conform to patterns of the natural terrain. "Landforming" is applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height, and accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping;

G. All dwelling units are located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the public works director and the community development director;

H. Crib walls, or an equivalent, are used to enhance a cut slope's capability to be landscaped and irrigated;

I. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings are protected to the greatest extent feasible in the siting of individual lots and building pads. These features are identified on the grading plan with appropriate protection and relocation notes;

J. The quantity of soil import and export may be limited. Albeit, all excess excavated material is removed or otherwise relocated to become an integral part of the site development;

K. Streets permitting trucks or equipment travel are designated;

L. Hours of operation are limited;

M. Such other conditions deemed necessary to protect the public health, safety or welfare while still providing for orderly development of the property in

accordance with the provisions of the project approval. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.11, 2003; Ord. 359 (part), 1992)”

3.4 Section 9.11 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

**“9.11.010 Purpose and intent.**

The purpose of this chapter is to ensure the adequate provision of parking, loading and bicycle facilities proportionate to the needs created by the various land uses within the city. In providing adequate parking, loading and bicycle facilities, it is the intent of this chapter to:

- A. Progressively alleviate or prevent on-site and off-site traffic congestion and hazards;
- B. Ensure the maneuverability of emergency and service vehicles;
- C. Provide safe, accessible, convenient, attractive and well-maintained off-street parking areas;
- D. Protect residential neighborhoods from the adverse effects of vehicular noise and traffic by uses in adjacent nonresidential districts; and
- E. Implement general plan circulation and energy conservation policies; and
- F. Integrate water quality practices into parking lot design to improve post-construction water quality and reduce run off quantity conveyed to protect receiving waters.”

**“9.11.040 Off-street parking requirements.**

A. Automobile Parking Requirements. Off-street automobile parking shall be provided in accordance with the requirements of this chapter. The following tables set forth the required off-street parking requirements and certain notations for various residential, commercial, industrial, public and quasi-public uses. Parking provided above required off-street must be constructed with permeable surfaces and/or enhanced landscaped retention and absorption areas:

**Table 9.11.040A-12**

**Off-Street Parking Requirements**

Use	Requirement	Covered Parking	Notes
<b>Residential Uses</b>			

<b>Use</b>	<b>Requirement</b>	<b>Covered Parking</b>	<b>Notes</b>
Single-family	2/unit	Within an enclosed garage	
Second units	2/unit	Carport or garage	
Duplex	2/unit	Within an enclosed garage	
3 or more units Studio 1 bedroom 2 bedrooms 3+ bedrooms	1.25/unit 1.5/unit 2.0/unit 2.5/unit	1 covered/unit 1 covered/unit 1 covered/unit 2 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard.
Senior housing			
Studio 1 bedroom 2+ bedrooms	1.0/unit 1.25/unit 1.5/unit	1 covered/unit 1 covered/unit 1 covered/unit	Guest parking is required for all units at 0.25 spaces/unit. Guest parking is included in the minimum required parking standard. Alternate parking requirements may be permitted subject to approval of a parking study pursuant to Section 9.11.070(A) of this chapter.
Mobile home parks	2.5/unit		Tandem spaces may be used to meet resident parking requirements.
Residential care homes	Parking requirements shall be determined by the community development director subject to an approved parking study.		

**Table 9.11.040B-12  
Off-Street Parking Requirements**

<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.
Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	
College	10 spaces + 30/classroom	

<b>Commercial Uses</b>	<b>Requirement</b>	<b>Notes</b>
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	

Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on-site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	
Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12**

**Off-Street Parking Requirements**

Use	Requirement	Notes
<b>Industrial Uses</b>		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

**Table 9.11.040D-12**

**Off-Street Parking Requirements**

Use	Requirement	Notes
<b>Public and Quasi-Public Uses</b>		
Libraries, museums and galleries	1/300 sq. ft. of gross floor area	
Public utility facilities without an office on-site	2/employee on the largest shift + 1/company vehicle	A minimum of 2 spaces shall be required.
Auditorium, places of public assembly and places of worship	1/3 fixed seats or 1/35 sq. ft. of gross floor area of the assembly area or 1 space for every 4.5 lineal feet of benches/pews, whichever is greater	
Government offices	To be determined by a parking study approved by the community development director	

B. Schedule of Accessible Parking Requirements. The following requirements for accessible parking are intended to be consistent with the state requirements. Any conflicting provisions or future changes in state or federal

requirements shall preempt the standards for provision of accessible parking spaces contained in this title.

1. Accessible parking for residential uses shall be provided at a rate of one space for each dwelling unit that is designed for accessibility and occupancy by the disabled, unless an adjustment is allowed, based on a parking study approved by the community development director.

2. Accessible parking for outpatient units and facilities providing medical care and other services for persons with mobility impairments shall be provided at a rate of ten (10) percent of the total number of parking spaces provided serving such outpatient unit or facility. Accessible parking for units and facilities that specialize in treatment or services for persons with mobility impairments shall be provided at a rate of twenty (20) percent of the total number of parking spaces provided serving each such unit or facility.

3. Accessible parking spaces for other uses shall be provided at the following rates:

<b>Number of Automobile Spaces Provided</b>	<b>Number of Accessible Spaces Provided</b>
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2 percent of total spaces
1,001 and over	20 plus 1 for each 100 spaces or fraction thereof over 1,001

4. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum of eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

5. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine-foot parking area and a five-foot



loading area. Such space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

6. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

7. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of this subsection (B)(7) would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

8. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083% gradient) in any direction.

9. Notwithstanding the off-street parking requirements of subsection A of this section, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

10. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone, as described herein. (Ord. 808 § 2.5.2, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 670 § 3.1 (part), 2004; Ord. 557 §§ 2.2, 2.3, 2000; Ord. 520 § 1.14, 1997; Ord. 475 § 1.4 (part), 1995; Ord. 405 §§ 1.8, 1.13, 1993; Ord. 402 §§ 1.1, 1.2, 1993; Ord. 359 (part), 1992)”

**“9.11.060 Off-street bicycle parking requirements.**

**A. Type of Facilities.**

1. Class 1 Facilities. Class 1 bicycle facilities required pursuant to the provisions of this chapter are intended for long-term parking, and shall be protected against theft of the entire bicycle and of its components and accessories.

2. Class 2 Facilities. Class 2 facilities are intended for short-term parking, and shall include a stationary object to which the owner or operator can lock the frame and both wheels with a user-provided lock. The facility shall be designed so as to protect the lock from physical assault.

3. Class 3 Facilities. Class 3 facilities are also intended for short-term parking, and shall include a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable (or chain) and lock.

B. Number of Parking Spaces Required. Bicycle parking spaces shall be provided in all commercial, office and industrial districts equal to five percent of the required automobile parking spaces, with a minimum of two bicycle parking stalls required for any one use. Single-family and multiple-family residences, senior housing complexes, mobilehome parks and model home complexes are exempt from this section.

C. Class Requirements. All required bicycle parking spaces shall include a Class 2 or 3 facility, except elementary and junior high schools, which shall include an enclosed Class 1 facility.

D. General Requirements.

1. All bicycle spaces shall be located as close as possible to the entrance(s) of the use that they are intended to serve, but situated as not to obstruct primary pedestrian circulation.

2. All bicycle facilities shall be located in highly visible areas to minimize theft and vandalism.

3. All bicycle parking and storage areas shall be surfaced so as to keep the area in a dust-free condition. Pervious pavement is recommended.

4. A minimum aisle width of five feet shall be provided between and adjacent to rows of bicycle spaces for access and pedestrian pathways.

5. Bicycle parking areas shall be separated from automobile parking areas by a physical barrier of sufficient identification and distance to protect parked bicycles from damage by cars. (Ord. 670 § 3.1 (part), 2004; Ord. 557 § 2.4, 2000; Ord. 406 § 1.3, 1993; Ord. 359 (part), 1992)”

**“9.11.070 Adjustments to off-street parking requirements.**

Adjustments to off-street parking for uses included in this chapter may be granted if, in the opinion of the Community & Economic Development Director, the proposed modification to the required number of parking or loading spaces is warranted. Requests for parking adjustments shall be reviewed and approved by the community development director based on the following requirements:

A. Parking Studies. The number of spaces required by this chapter, as noted in Section 9.11.040(A) of this chapter, for provisions of off-street parking and loading

spaces may be adjusted by the approval authority if it is demonstrated by a parking study, prepared by a registered traffic engineer or qualified parking study consultant, that the proposed use would have a parking or loading space demand other than the requirements of this chapter.

B. Shared Parking.

1. Shared parking is encouraged to avoid the creation of unused parking spaces and their potential harmful effects such as increased construction and maintenance costs, heat and glare, and water run off requiring treatment of pollutants. A reduction in minimum parking requirements for individual uses may be granted by the Community & Economic Development Director where joint use of parking facilities or other factors will mitigate peak parking demand.

2. Requests for parking reductions resulting from joint usage shall be supported by information prepared by a registered traffic engineer. The investigation used to generate the required information shall generally follow the format described below.

Shared parking requests shall be analyzed as follows:

a. Initial project review involves documentation and quantification of proposed land uses and anticipated functional relationships between the parking needs of different land uses. The initial review will also consist of data gathering regarding proximity to transit facilities, general location of parking facilities, surrounding land uses and mix, predicted pedestrian patterns, and similar variables which affect parking needs;

b. Adjustments for peak parking factor includes calculating the number of off-street parking spaces required for each land use within the area proposed for joint parking use based upon the requirements of Section 9.11.040 of this chapter. Other elements to be considered include seasonal adjustment for parking demand and a determination of the mode of transit used in reaching or departing the area being considered;

c. Analysis of hourly accumulation involves an estimation of hourly parking accumulations for each land use during a typical week day or weekend day; and

d. Estimate of shared parking merges the hourly parking demand estimate to calculate the overall parking required to be provided within the area being considered for shared parking facilities.

3. Up to fifty (50) percent of the parking facilities required by this chapter may be utilized as shared parking facilities subject to the requirements of this section. Except that, a church or an auditorium which is part of a public or private school may adjust the required parking by up to one hundred (100) percent of the parking facilities required by this chapter.

4. In granting parking reductions for shared use of parking facilities, the approval authority shall make one or more of the following findings:

a. The traffic engineering report justifies the requested parking reduction based upon the presence of two or more adjacent land uses which, because of their substantially different operating hours or different peak parking characteristics, will allow joint use of the same parking facilities;

b. The traffic engineering report indicates that there are public transportation facilities and/or pedestrian circulation opportunities which justify the requested reduction of parking facilities;

c. The traffic engineering report finds that the clustering of different land uses is such that a reduced number of parking spaces can serve multiple-trip purposes to the area in question.

5. As a condition of approval to the granting of a reduction in required parking, the city may require the granting of reciprocal access and parking agreements with surrounding properties.

C. Transportation Management Plans.

1. The number of required parking spaces may be decreased by up to twenty (20) percent of the required employee parking subject to the approval of a transportation management plan supplied by the applicant. Such a plan may include, but is not limited to car pooling, van pools, and staggered work hours.

2. In evaluating the request, the approval authority shall consider, among other factors:

a. Projected effectiveness of car pool, van pool, staggered work hours, or similar transportation management programs;

b. Proximity to public transportation facilities which could be reasonably expected to serve a significant portion of employees or customers;

c. Evidence of the likelihood that employees or customers will utilize regular transportation alternatives to individual use of automobiles, including transportation management plans prepared pursuant to South Coast Air Quality Management District Rule XV.

D. Off-Site Parking Facilities. Required parking for a development may be provided off the site in certain instances. Requests for off-site parking facilities shall meet the following requirements:

1. The off-site parking shall be located so that it will adequately serve the use for which it is intended. In making this determination, the approval authority shall consider the following:

a. Proximity of the off-site parking facilities;

b. Ease of pedestrian access to the off-site parking facility;

c. The type of use which the off-site parking is intended to serve, recognizing that such facilities are generally not appropriate for high-turnover uses; and

d. The need for locating parking facilities off-site, and the resulting urban design benefits of off-site parking, if any.

2. As a condition of granting approval to the development of off-site parking facilities, the applicant and other involved parties shall be required to sign and record a reciprocal parking agreement ensuring the continued availability of the off-street parking facilities for the use they are intended to serve. (Ord. 694 § 1.1 (part), 2005; Ord. 557 § 2.5, 2000; Ord. 475 § 1.4 (part), 1995; Ord. 359 (part), 1992)”

**“9.11.080 Design standards.**

**A. General Parking Design Standards.**

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.
10. Parking areas shall not be used for loading or unloading.
11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.
12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.
13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.
14. Trash enclosures shall not impair visibility.
15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.
16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.
17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.
18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.
19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.
20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul-de-sac, etc.) adequate to accommodate emergency vehicles.
21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.
22. Bicycle and motorcycle parking shall be provided as required by this code.
23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the city of Moreno Valley.
24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation

system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

25. Parking lot design shall include openings in curbs to convey water run off into landscape areas for water quality, retention and absorption. Pervious surfaces are recommended where feasible and required for parking areas provided in excess of City requirements.

B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be nine feet in width and sixteen (16) feet in depth of paved area and two feet of landscaped depth in excess of the adjacent landscape requirement. Spaces may be eighteen (18) feet of paved depth with no additional landscape depth subject to approval by the Planning Official. (The two feet of additional landscape may not be included in the required landscape setback). (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

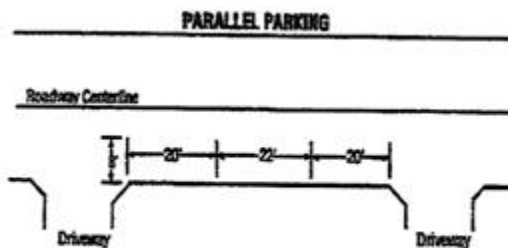


Figure 9.11.080-4

## Dimensions of Parallel Parking Spaces



**Figure 9.11.080-5**

### **Nonparallel Parking Spaces**

5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. Parking lots shall be designed to drain into landscape planters using openings in curbs and site grading. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

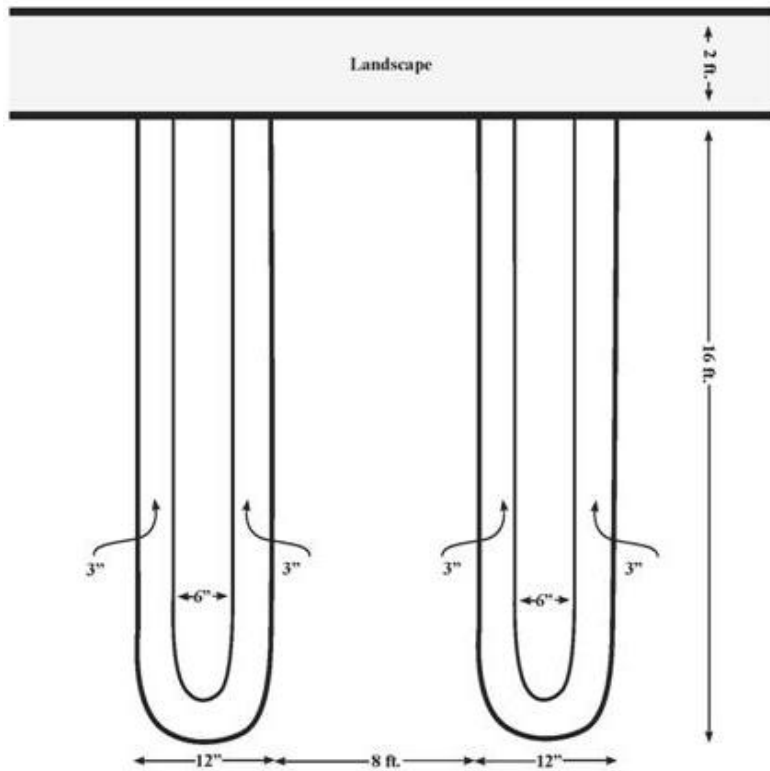
c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.



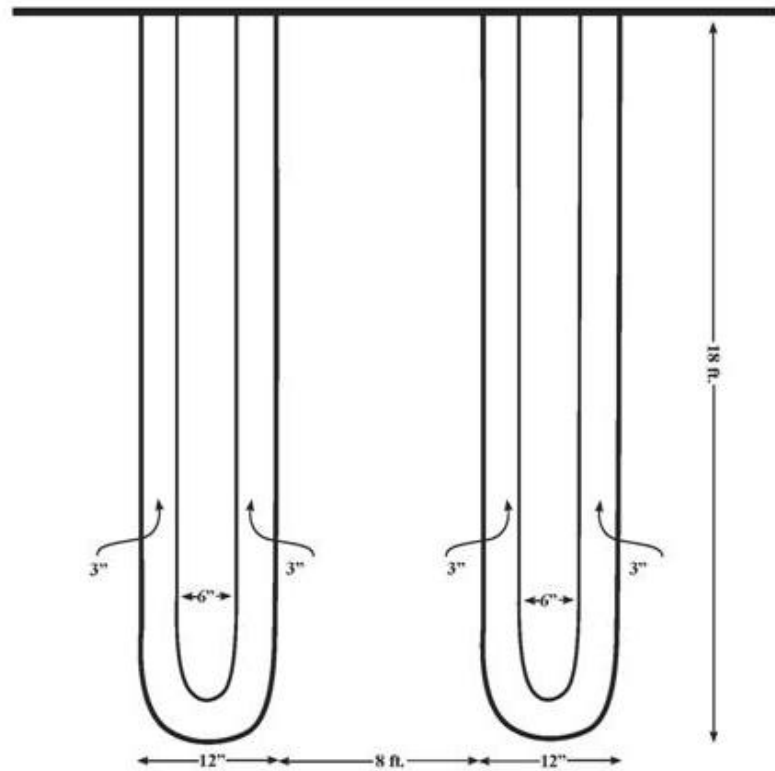
- d. Drive aisles and parking lot drives shall not exceed five percent slope.
- e. Streets should intersect others on outside rather than inside horizontal curves.
- f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.
- g. Intersections should be offset a minimum of one hundred fifty (150) feet.
- h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (60) foot transition and one hundred fifty (150) foot turn lane.
- i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).
- j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

- a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (three-inch line – six-inch space – three-inch line for a total of twelve (12) inches) or as otherwise specified by the Building Official.
- b. Fire lanes, if required, shall be installed to the specifications of the city of Moreno Valley fire chief, including red curbing and posting with signs.
- c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.
- d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.



**Figure 9.11.080-6A**



**Figure 9.11.080-6B**

**Parking Space Striping Requirements**

\* Ends of parking stall striping shall be curved or squared off.

D. Accessible Parking Design Standards. The following design standards for accessible parking are intended to be consistent with the state or federal requirements. Any conflicting provisions or future changes in state or federal requirements shall preempt the standards for provision of accessible parking spaces contained in this title:

1. All accessible parking spaces shall be striped and marked according to applicable state regulations.

2. Each parking space reserved for persons with disabilities shall be identified by a permanently affixed reflectorized sign, of a construction and material approved by the building official, displaying the international symbol of accessibility. The sign shall have a minimum size of seventy (70) square inches, and shall be centered at

the interior end of the parking space at a maximum height of eighty (80) inches from the bottom of the sign to the finished grade of the parking space.

3. At each entrance to a parking facility containing one or more parking spaces for the handicapped, a sign with a minimum size of seventeen (17) inches by twenty-two (22) inches shall be posted, stating clearly and conspicuously in letters with a minimum height of one inch the following:

Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for physically handicapped persons may be towed away at owner's expense. Towed vehicles may be reclaimed at \_\_\_\_\_ or by telephoning \_\_\_\_\_.

4. Parking spaces reserved for persons with disabilities shall have, in addition to the requirements of subsections (D)(1), (2) and (3) of this section, a surface identification in blue paint of at least three square feet in size, duplicating the international symbol of accessibility.

5. Each accessible parking space shall be fourteen (14) feet wide, striped to provide a nine-foot wide parking area and a five-foot wide loading area (access aisle) and shall be a minimum eighteen (18) feet in length. If two accessible spaces are located adjacent to each other, they may share the five-foot wide loading area, resulting in a width of twenty-three (23) feet for the two spaces. One in every eight handicapped spaces, but not less than one, shall be van accessible; served by a loading area not less than eight feet wide. If two van accessible parking spaces are located adjacent to each other, they may share a common eight-foot wide loading area.

6. When less than five parking spaces are provided, at least one shall be fourteen (14) feet wide, striped to provide a nine foot parking area and a five foot loading area. Said space shall not be required to be reserved or identified exclusively for use by persons with disabilities.

7. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility. In buildings with multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

8. In each parking area, a bumper or curb shall be provided and located to prevent encroachment of cars over the required width of walkways. The space shall be so located that persons with disabilities are not compelled to wheel or walk behind cars other than their own. Pedestrian ways that are accessible to people with disabilities shall be provided from each such parking space to the related facilities, including curb cuts or ramps as needed. Ramps shall not encroach into any parking space, with the exception that ramps located at the front of accessible parking spaces may encroach into the length of such spaces when such encroachment does not limit the capability of a person with a disability to leave or enter their vehicle, thus providing equivalent facilitation. Where the building official determines that compliance with any regulation of

this paragraph would create an unreasonable hardship, a waiver may be granted when equivalent facilitation is provided.

9. The slope of an accessible parking stall shall be the minimum possible and shall not exceed one-quarter inch per foot (2.083 percent gradient) in any direction.

10. Notwithstanding the off-street parking requirements of Subsection 9.11.040(A) of this chapter, the number of parking spaces that are not accessible may be reduced to the extent necessary for modification of an existing facility to comply with the requirements described in this subsection.

11. Where provided, one passenger drop-off and loading zone shall provide an access aisle at least five feet wide and twenty (20) feet long adjacent and parallel to the vehicle pull up space. Such zones shall be located on a surface with a slope not exceeding one vertical in fifty (50) horizontal and shall be located on an accessible route of travel to the entrance of the facility. If there are curbs between the access aisle and the vehicle pull-up space, then a curb ramp shall be provided. Valet parking facilities shall provide a passenger loading zone as described herein.

12. All disabled spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve and oriented so that the user of the disabled parking space need not go past the rear of automotive parking spaces in order to reach the building's main entrance.

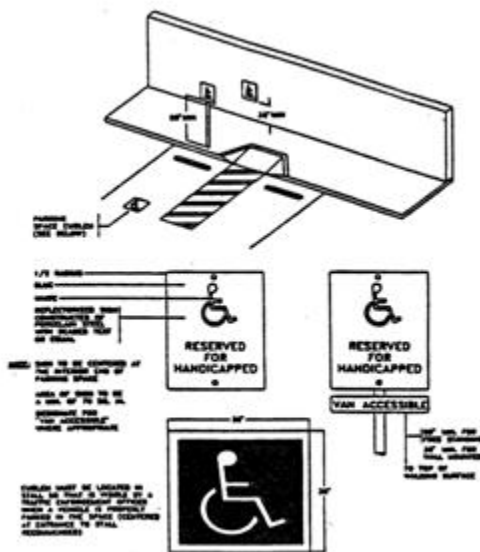


Figure 9.11.080-7

Accessible Parking Stall Requirement

- \* Ramps shall include a curb-cut type design
- \* Loading area width: van accessible = 8 feet; all other accessible spaces = 5 feet

E. Surfacing.

1. All permanent automobile and disabled parking spaces, loading and maneuvering areas shall be paved and permanently maintained with asphalt, concrete, or other all-weather surfacing, as approved by the city engineer. Every effort should be made to use pervious surfaces to reduce water run off. All parking areas in excess of the requirements of the Municipal Code shall use pervious pavement and/or increased landscape water retention and absorption areas.

2. Temporary parking facilities shall be provided with surfaces which prevent dust, as approved by the city engineer.

F. Location of Parking.

1. All parking spaces required by this chapter shall be provided on the same site as the use requiring the parking spaces, except as authorized in Section 9.11.070, Adjustments to Off-Street Parking Requirements of this chapter.

2. All automobile spaces required for residential uses shall be located a maximum of two hundred fifty (250) feet from the units they are serving. Distances shall be measured from the nearest point of the building to the parking space(s) serving that building.

3. All car pool parking spaces shall be located as close as possible to the entrance(s) of the use they are intended to serve.

G. Landscape and Screening Requirements. Parking lot screening and landscaping shall conform to the requirements of Chapter 9.17 of this title.

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

**Table 9.11.080-13  
Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses**

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius <sup>1</sup>	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing <sup>2</sup>	
From side property line	10 feet
From street corner	25 feet
Angle <sup>3</sup>	75°

<sup>1</sup> On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.

<sup>2</sup> Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.

<sup>3</sup> Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

**Table 9.11.080-14**

<b>Street Classification</b>	<b>Distance from a Driveway to an Intersection</b>	<b>Spacing Between Adjacent Driveways</b>
Expressway 134' ROW	Restricted* **	1/2 mile
Divided Major/Modified Major	Limited access* **	Limited access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134' ROW/120' ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110' ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100'/88'/78' ROW	Limited access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector/66' ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

\* Access may be limited to the minimum movements necessary to safely expedite traffic.

\*\* Access may be restricted by medians.

\*\*\* For residential development.

4. Ramps.

a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.

b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

a. Type and operation of gate;

b. Adequacy of vehicle stacking area;

c. Effect of gated entry on parking usage and distribution on the site;

d. Effect of gated entry on parking for surrounding or adjacent areas;

e. Emergency vehicle access. (Ord. 808 § 2.5.3, 2010; Ord. 694 § 1.1 (part), 2005; Ord. 643 § 2.6, 2003; Ord. 616 § 2.2.22, 2003; Ord. 604 §§ 2.15—2.18, 2002;

Ord. 557 § 2.6, 2000; Ord. 475 § 1.4 (part), 1995; Ord. 406 § 1.4, 1993; Ord. 405 §§ 1.14, 1.15, 1993; Ord. 402 §§ 1.3, 1.4, 1993; Ord. 359 (part), 1992”

**“9.11.100 Circulation—Pedestrian.**

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation. The use of pervious paving surfaces is recommended where feasible.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and accessways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 808 § 2.5.4, 2010)”

3.6 Title 9.16 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended with the following:

**“9.16.010 Introduction and scope of guidelines.**

A. The city of Moreno Valley design guidelines are intended to promote quality site planning and architecture without restricting innovation or creativity. These guidelines provide the City’s policy with respect to the quality of design expected for all projects. However, it is recognized that each project represents a unique development opportunity which is intended to be enhanced by the guidelines, not stymied by them. Compatibility with surrounding development is emphasized to achieve a unified and sensitive appearance, but variety and distinctiveness in design and architectural styles are encouraged.

B. The design guidelines reflect the Moreno Valley general plan design policies and objectives, functioning as a tool for the general public, project developers, city staff and reviewing boards and commissions.

C. These guidelines will help apply the city’s design standards to new development and to remodels, upgrading design citywide and implementing the general plan’s policies.

D. Several design philosophies prevail throughout the guidelines. These include compatibility, sensitivity, human scale, variety, function and aesthetics. When



combined and tailored for specific uses, these philosophies should yield high quality products that are consistent with the general plan's intent, practical and pleasing to the eye. (Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)"

**“9.16.110 Objectives, generally.**

A. Project design and layout shape the overall character of a project and how that project fits into its surroundings. New development should harmonize with the character of the adjacent area, implementing the general plan's design policies.

B. The Moreno Valley general plan stresses variety in building design and compatibility with surrounding and planned land uses. Architectural treatment can address both, providing varied and sensitive building massing, consistent detailing and compatible building materials and styles. The following guidelines should help to achieve the level of quality, variety and compatibility of architectural design that the general plan requires.

C. Site design and architectural guidelines have several objectives; among these are:

1. Orienting buildings, parking and public spaces to enhance the streetscape, to add variety and to provide for pedestrian spaces and circulation;

2. Translating design principles into architecture and site planning applications;

3. Awakenning an interest in urban design and form for Moreno Valley by requiring projects to be reviewed in their context;

4. Reminding project developers of design considerations not usually covered by zoning development standards or design review;

5. Using site planning techniques and architecture to provide for human scale;

6. Providing for conservation of natural resources through building orientation, site amenities and architectural treatment, including water quality features integrated into the site design such as water retention and absorption areas and the use of pervious surfaces to reduce water run off;

7. Working in concert with the city's landscape requirements.

D. Site design and architecture guidelines are separated into five categories:

1. General;

2. Single-family residential;

3. Multifamily residential;

4. Commercial (retail, office and mixed use);
5. Industrial. (Ord. 359 (Attach. 2 (part)), 1992)”

**“9.16.120 General guidelines.**

- A. General guidelines apply to all uses and projects citywide.
  1. The setback from streets and adjacent properties should relate to the scale of the proposed structure. Larger structures require more setback area for a balance of scale and compatibility with adjacent uses.
  2. Tall buildings should be made less imposing by stepping upper floors back from the first floor facade plane.
  3. Gateway treatments range in scale, identifying an entrance to the city, subcommunity, development project or a single building. Gateways, including enriched paving, raised medians, signs and other features as appropriate, create a sense of entry and should be included in all developments.
  4. New developments should respect the view of existing developments. Large developments should maintain view corridors which are oriented toward an existing or proposed amenity such as a park, open space or natural feature.
  5. Trash enclosures, loading areas, mechanical equipment and outdoor storage areas shall be screened from public view. Enclosures shall be compatible with the project architecture and shall not detract from the overall design theme.
  6. New residential flag lots shall be permitted only in hillside subdivisions and only when no other alternatives are available.
  7. Natural drainage courses should be retained in their natural state.
  8. Building mass and scale should be in proper proportion to the site, open spaces, street location and surrounding developments.
  9. All exterior wall elevations of buildings and screen walls shall have architectural treatments enhancing the building appearance. Uniform materials and consistent style should be evident in all exterior elevations of a building. Secondary materials should be used to highlight building features and to provide visual interest.
  10. Building massing should be varied to provide interesting form, proportion and scale. Monolithic forms are discouraged; massing variety should be three dimensional.
  11. Building design and siting should be compatible with surrounding land uses and with the climate and physical setting of Southern California.

12. Building architecture should be compatible with surrounding existing or planned architectural character. Within commercial centers, materials, textures, colors and architectural detailing shall be compatible with the center's specified design theme.

13. Shadow patterns created by architectural elements such as overhangs, projections and recesses of stories, balconies, reveals and awnings are encouraged, adding to building interest and aiding in climate control.

14. Multi-story buildings should be detailed to reduce their vertical appearance as much as possible. This can be done by articulating the separate floor levels with horizontal bands, by increasing the level of detail on lower floors, by progressively lessening building mass on upper floors and by using heavier materials on lower floor facades.

15. Building entries should be articulated through massing treatment and should incorporate detailed design elements.

16. Roofs should be designed to be attractive when viewed from adjacent buildings or roadways. Roof-mounted equipment shall be concealed from public view. Roof drains shall be integrated into the building design and convey water to landscape areas for aesthetics and water quality.

17. Base walls and other large expanses should be light colored. Soft tones ranging from white to very light pastels are encouraged. Natural light colors, such as off-whites, beige and sand, are also acceptable.

18. Building accent elements, like doors, window framing, chimneys, trim, railing, awnings and light fixtures, should contrast with the main building color, producing added interest and a lively streetscape. Care should be taken not to use too many bright colors or too many different types of details to avoid an overwhelming or cluttered building.

19. The use of simple color schemes using no more than three colors is recommended.

20. All paint products, awning fabric or other color elements should be durable and fade resistant and shall be recommended by the manufacturer for the proposed use and location.

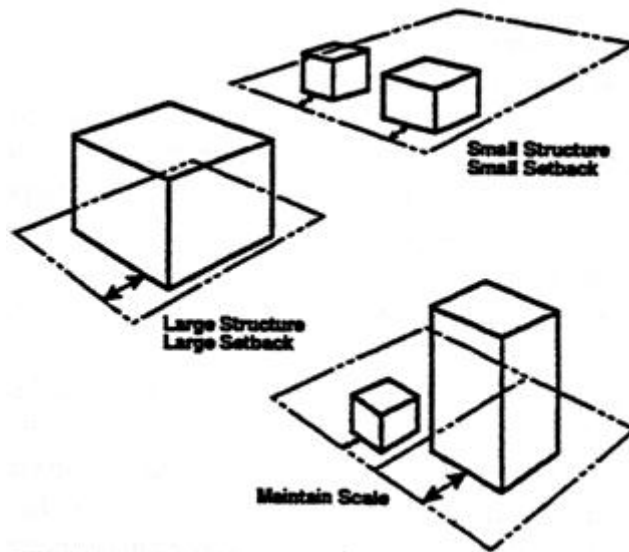
21. The use of bright colors such as fluorescent, hot or "day glo" colors is strongly discouraged.

22. Using building materials in their natural state is strongly recommended.

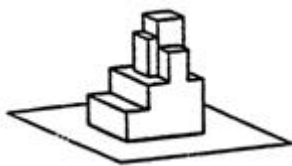
23. Bricks should be left unpainted.

24. Colors should be used to express identity and individuality within a cohesive and attractive framework.

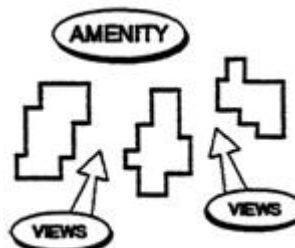
25. To facilitate compatibility in massing and scale, two-story buildings adjacent to one-story buildings should contain a one-story element or intermediate roof treatment or have an appropriate setback from the one-story building. (Ord. 604 § 2.21, 2002; Ord. 456 §§ 1.1, 1.2, 1995; Ord. 359 (Attach. 2 (part)), 1992)



**Setbacks in Scale with Building Bulk**



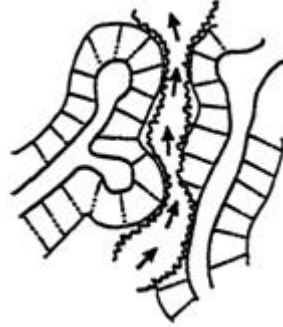
**Taller Buildings  
Stepping Back from Street**



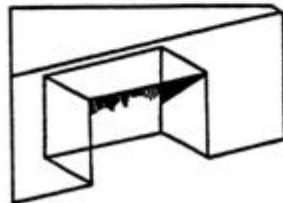
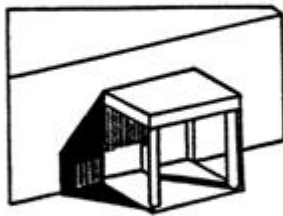
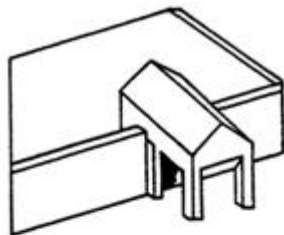
**Preserve New Corridors**



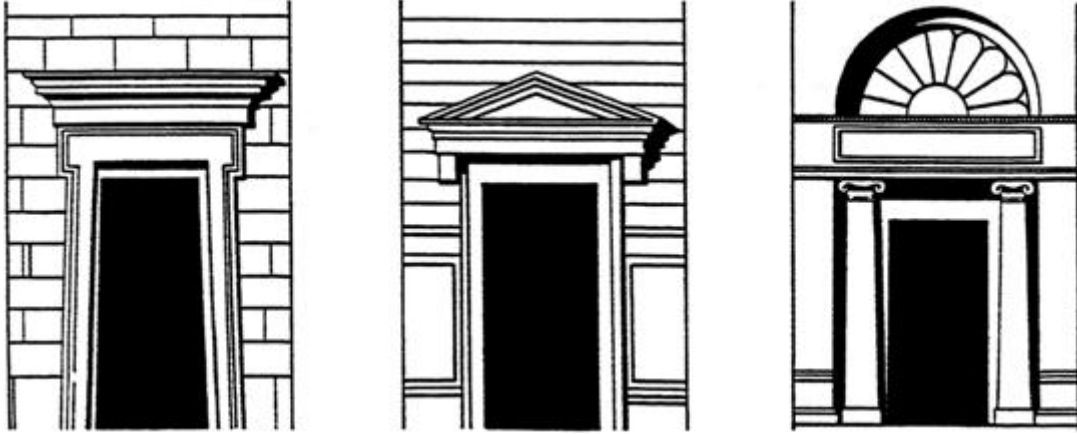
**Discourage Flag Lots**



**Drainage Course Retained  
in Natural State**



## Articulated Building Entries



### Detailed Design Elements for Building Entries”

#### “9.16.130 Single-family residential.

A. These guidelines deal with single-family residential (R1, R2, RA-2, R3, R5) areas as well as areas designated hillside residential (HR) and rural residential (RR). They strive to improve the quality of life for single-family housing residents, to ensure attractive single-family neighborhoods and to offer solutions to recurring design problems.

1. R1: provides for and protects the rural lifestyle by having large residential lots and the keeping of large animals.

2. R2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivisions, and to allow residential developments in a rural atmosphere.

3. RA-2: provides for suburban lifestyles on residential lots larger than commonly available in suburban subdivision, and for the keeping of animals that have historically characterized these areas.

4. R3: provides for a transition between rural and urban density development areas and provides for suburban lifestyle on residential lots larger than those commonly found in suburban subdivisions.

5. R5: provides for single-family detached housing on common-sized suburban lots.

6. Hillside residential (HR): balances the preservation of hillside areas with the development of view-oriented residential uses. These include large lot residential, and single-family residential on lots larger than twenty thousand (20,000) square feet.

7. Rural residential (RR): provides for the protection of the rural lifestyles, as well as protects natural resources and hillsides in the rural portions of the city. Within the rural residential area large residential lots are appropriate and the keeping of large animals shall be permitted.

Table 9.16.130A

<b>Designation</b>	<b>Maximum Density</b>
Hillside Residential	Depends on slope
Rural Residential	Depends on slope
R1	1 unit/acre
R2	2 units/acre
RA-2	2 units/acre
R3	3 units/acre
R5	5 units/acre”

B. General Guidelines.

1. A combination of a wall and bermed landscaping shall be provided adjacent to the rear or side yards of lots at neighborhood entries.

2. Residential units should be provided with a minimum five feet variation in their front and side yard setbacks along the streetscape.

3. Residential units shall be articulated and detailed to provide visual interest and scale by using a minimum of three of the following design elements.

- a. Provide projecting and/or recessed entries and windows.
- b. Include projecting or recessed balconies.
- c. Front porch with a minimum depth of five feet.
- d. Dormer windows.
- e. Minimum eighteen (18”) inch roof overhangs with detailed rafter tails.
- f. Offset building planes a minimum of two feet.
- g. Stepping back a portion of the second story.

h. Use of different building materials with varying textures and colors.

4. All units shall be designed with four sided architecture using the details from the front elevation.

5. Increased setbacks shall be provided on lots that are sited at corners or have rear yards bordering an arterial roadway.

6. Home builders shall consider the after-market construction of patio covers; room additions or second-floor balconies by providing ample rear yard setbacks. Rear yards shall be designed with minimum of 15 feet of flat areas adjacent to the structure.

7. Residential projects should maximize the feeling of openness by curving streets, varying front and side yard setbacks and, if possible, orienting roads to open space areas and views.

8. Small lot single-family subdivisions should utilize innovative design techniques to provide more usable and private exterior area.

9. Residential mechanical equipment, including but not limited to air-conditioning units, shall be screened with walls and landscaping from surrounding properties and streets and shall not be located in the required front yard or street side yard.

10. Storage of recreational vehicles, boats and campers should be provided for residents by either an enlarged side yard setback to allow access to the rear yard or an off-site storage area, both of which are to be out of public view. Residential units should be designed with the larger side yard, a minimum of ten (10) feet, on the garage side of the structure for storage/yard access. Pervious surfaces are required for such areas within required setbacks.

11. Driveways shall be placed to maximize off-street parking opportunities and still maintain minimum landscape requirements. Pervious surfaces are recommended where feasible.

12. Mailboxes, if required to be clustered, shall be designed to be compatible with surrounding homes, while conforming to Post Office guidelines.

13. Property lines shall be located on the tops of slopes.

14. Natural topographic variations should be retained to divide residential developments into distinct neighborhood areas.

15. Within individual residential projects, a variety of floor plans and elevations should be offered as follows:

Table 9.16.130B

<b>Number of Units</b>	<b>Minimum # of Footprints*</b>	<b>Minimum # of Elevations/ Footprints</b>
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46

Ordinance No.  
Date Adopted: June 28, 2011



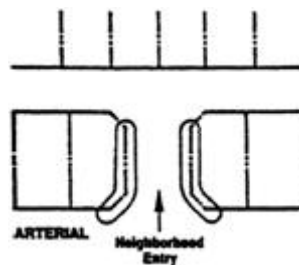
Number of Units	Minimum # of Footprints*	Minimum # of Elevations/ Footprints
5-9	1	2
10-24	2	3
25-49	3	3
50 plus	Add one additional footprint for every 50 units over 50	4

Each floor plan shall not be repeated more than each fourth house. Please note that adding or deleting false shutters or similar types of minimal elevation changes will not suffice as one of the required distinct elevations.

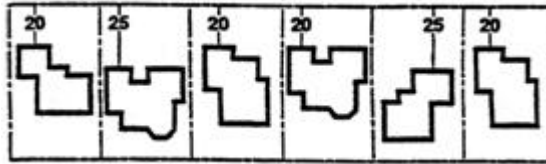
16. To minimize visual impact, corner residential units shall be single story or if two story, shall incorporate single story elements into the design. The short and low side of the unit should be sited toward the street corner.

17. Automatic garage door openers shall be required to be installed in houses with less than a twenty-foot front setback. Garage doors with windows shall be required for three or more car garages or other architecturally enhanced garage doors or as approved by the Community Development Director.

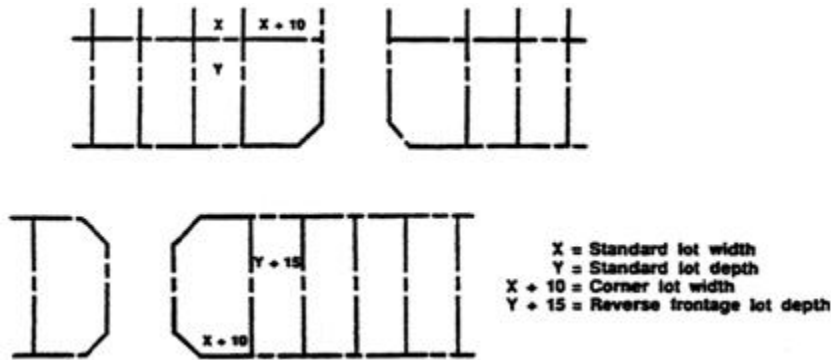
18. Fence and wall materials should be durable and architecturally compatible with the neighborhood appearance. Walls and fences constructed of slump stone, stucco-coated block or wrought iron are encouraged. Fences and walls constructed of nondurable materials, including but not limited to plywood and chicken wire are prohibited. A front yard fence or wall shall be erected in a manner that does not obscure visibility through the fence or wall. (MC 9.08.070)”



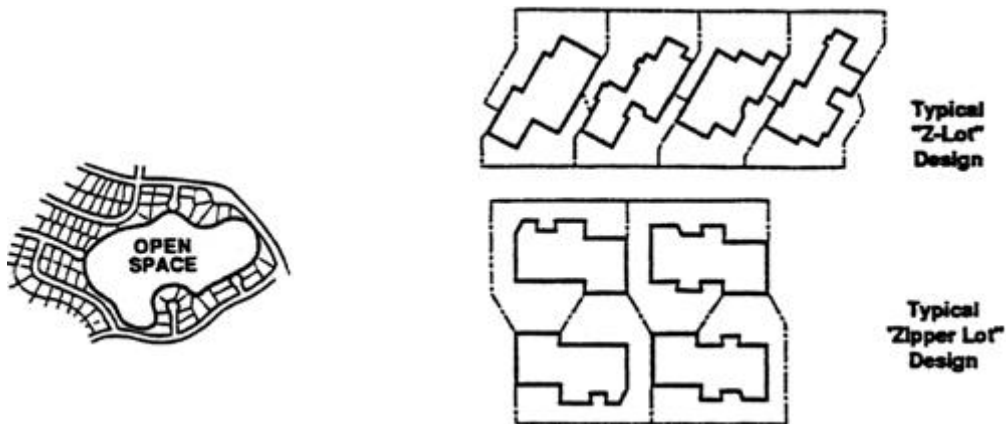
**Landscape Treatment Areas at Neighborhood Entries**



Vary Setbacks by at Least Five Feet



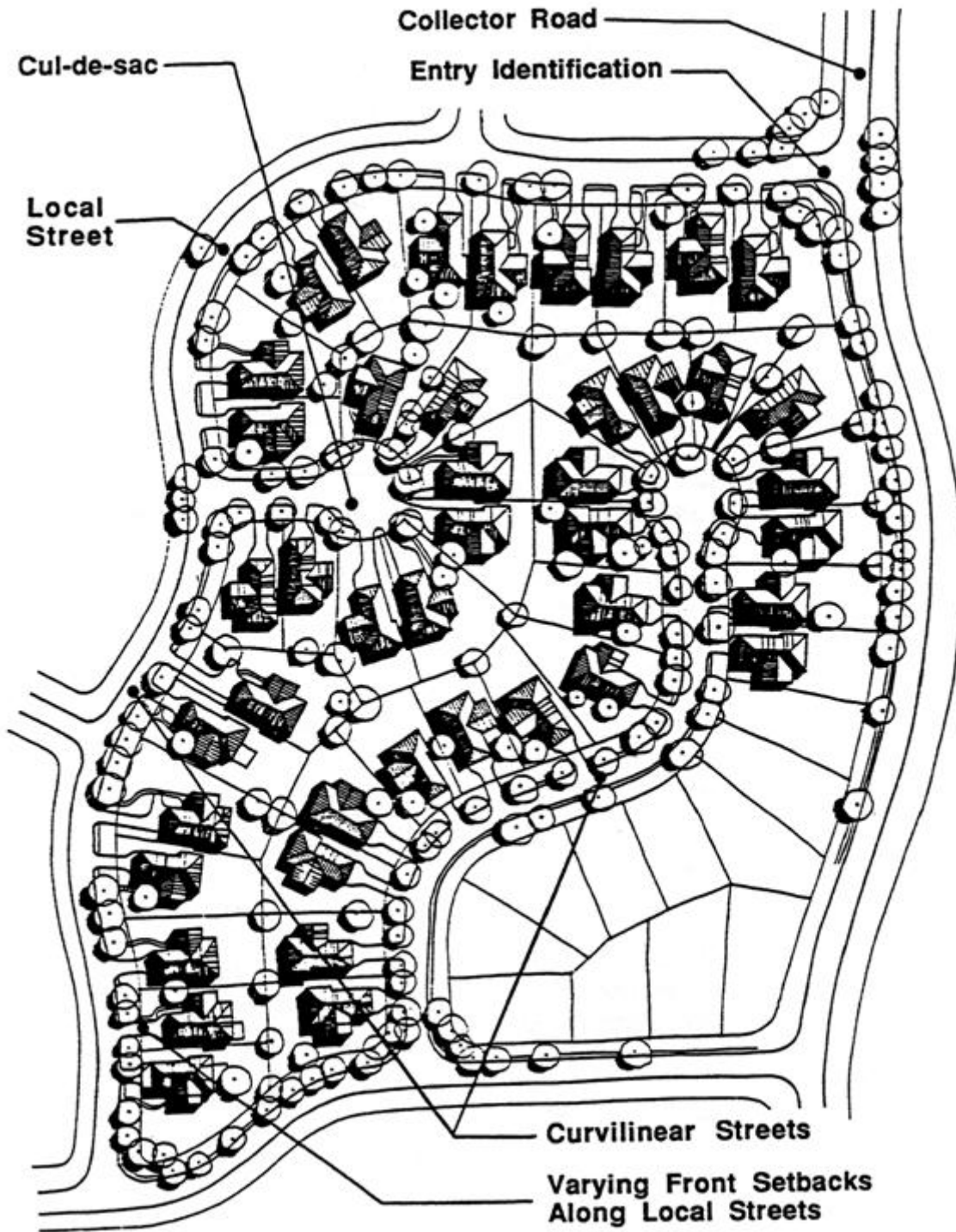
Corner Lots and Reserve Frontage Lots Should Be Larger than Standard Lots



Use Curvilinear Elements and Orient Roads to Open Space and

Innovative Subdivision Design

Views



**“9.16.140 Multi-Family Residential.**

Section, 9.16.140 shall be removed from Section 9.16 the City of Moreno Valley Municipal Code.”

**“9.16.150 Commercial (retail, office, mixed use).**

A. Commercial design guidelines address the various types and intensities of commercial uses allowed for in the general plan. They include neighborhood commercial, community commercial, tourist recreational commercial, village commercial, office commercial and office.

1. Neighborhood Commercial: provides for the daily shopping needs of area residents with a wide range of common retail and personal service needs.

2. Community Commercial: more intense than neighborhood commercial, provides for the general shopping needs of area residents and workers with a wide variety of retail and personal services.

3. Tourist Recreational Commercial: provides those commercial support activities that are necessary or incidental to recreation uses while meeting the personal service needs of both tourists and city residents alike.

4. Village Commercial: provides for office-related and commercial development within the Moreno townsite. It is the further intent of this designation to promote development which recognizes the historic significance of the site and projects a “turn-of-the-century” architectural atmosphere, yet provides limited retail commercial services that are compatible with the surrounding residential community.

B. General Guidelines.

1. Commercial development shall be compatible with adjacent residential areas by incorporating landscape buffers planted with a mix of flowering, screening and spreading plants, by using low mass, low height building elements, by locating loading and trash collection areas away from residential property lines and by directing circulation away from residential neighborhoods.

2. Commercial development shall have a central place, main focal feature or point-of-emphasis, including pedestrian seating, shade structures, sculpture, water elements, centralized outdoor dining or any combination of these elements.

3. New development should respect pedestrian needs by incorporating pedestrian ways and plazas that provide visual interest at the street level, shelter from the elements and adequate street furniture. This guideline is intended to enhance pedestrian related features in concert with quality architecture that would not require variance approval if incorporated as a feature of design.

4. The development of new, small convenience centers on sites less than eight (8) acres is discouraged.
5. Architectural elements shall be an integral part of the facade design, avoiding the “pasted-on” look.
6. Building facades should relate to overhangs, awnings, trellises and porticoes, incorporating these elements into building massing.
7. Pedestrian covered walks should have a clear walking width of seven feet along retail storefronts. Walkway width may be up to twelve (12) feet to accommodate columns, furniture or building articulation.
8. Large structures shall incorporate varied setbacks and variations in massing of building bulk.
9. Continuous, blank building elevations shall be avoided, particularly when visible from public rights-of-way.
10. Continuous building mass should be divided into smaller units, providing both variety and scale.
11. Loading areas shall be oriented away from street side elevations whenever possible and shall be screened from public view with a combination of walls and landscaping.
12. Building placement within office developments shall occur at or near the street setback line to bring the architectural image to the street and to remove parking lots to the extent possible from the streetscape.
13. Vehicular and pedestrian travel shall be separated to the best possible extent, providing for a safe pedestrian environment and smooth traffic flow.
14. Pedestrian walkways shall be provided in larger parking lots, encouraging foot travel out of vehicular drive lanes.
15. Freestanding or clustered retail, restaurant and office pads are encouraged, helping to add variety to the site plan and to introduce interesting architectural elements.
16. Interparcel access shall be provided between commercial centers, reducing the number of drive approaches from the street and encouraging commercial “crossover.”
17. Entry drive throats shall be at least sixty (60) feet long from property line for major commercial projects, providing adequate queuing for outbound traffic and smoothing inbound traffic flow.
18. Each commercial center of five acres or more shall have at least one major entry containing a median.

19. The “strip” commercial image is discouraged. New development should provide variety and articulation in storefront footprints, elevations and roofline.

20. There shall be landscaped strip equal to the building height where a commercial use is located adjacent to residentially zoned property.

21. Office developments shall provide courtyards for each building convenient to office users, incorporating seating, sculpture, accent landscaping and shelter. These shelters will allow for small lunch gatherings or relaxation.

22. Office developments shall have decentralized parking. Parking shall be oriented to the building it is intended to serve and shall be spread throughout the site, lessening the impact of an expansive parking lot.

23. Office developments shall offer interesting site plans by providing several detached or clustered buildings.

24. Access to service bays of automotive uses shall be from the interior of the site.

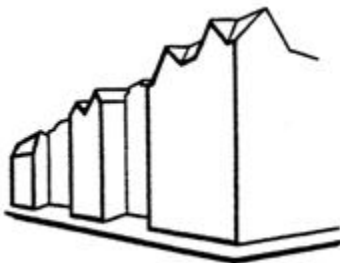
25. Service stations, mini markets and other automobile-related uses shall have architectural details consistent with the overall project design. Access to service bays will be from the interior of the service station site. Window placement should be sensitive to casual police surveillance.

26. Freestanding buildings should incorporate distinctive massing, adding interest to the site and vicinity.

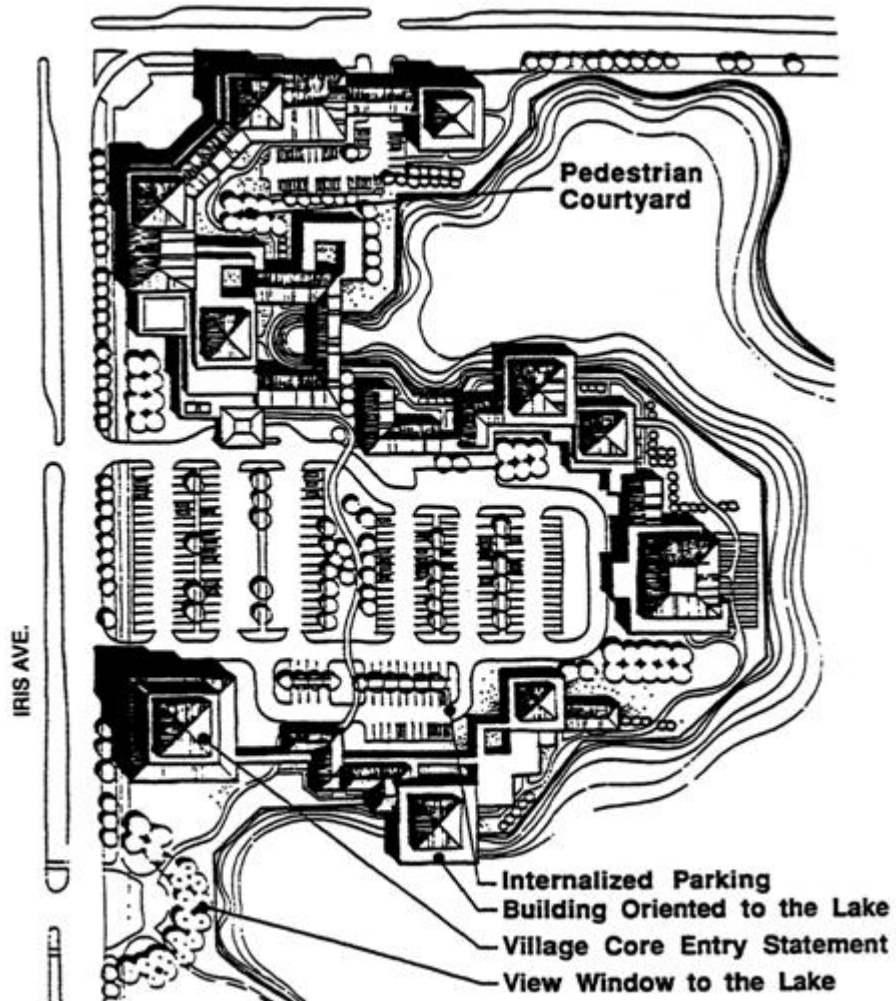
27. Intimate scale in building design and materials selection is encouraged, emphasizing comfort and warmth.

28. All rooftop equipment shall be part of the project design or be screened and located out of view from the pedestrian level, public rights-of-way, adjacent freeways and neighboring structures. Flat-roof drainage pipes shall be integrated into the project design and drain into a landscape area for water quality, retention and absorption to reduce water run off.

29. Architectural design of new projects shall be mindful of the surrounding district’s urban fabric, providing a design statement to enhance the context and to upgrade the overall image. (Ord. 475 § 2.1, 1995; Ord. 359 (Attach. 2 (part)), 1992)



## Continuous Mass Divided to Provide Scale



## Commercial Center with Separated Pedestrian and Auto Circulation”

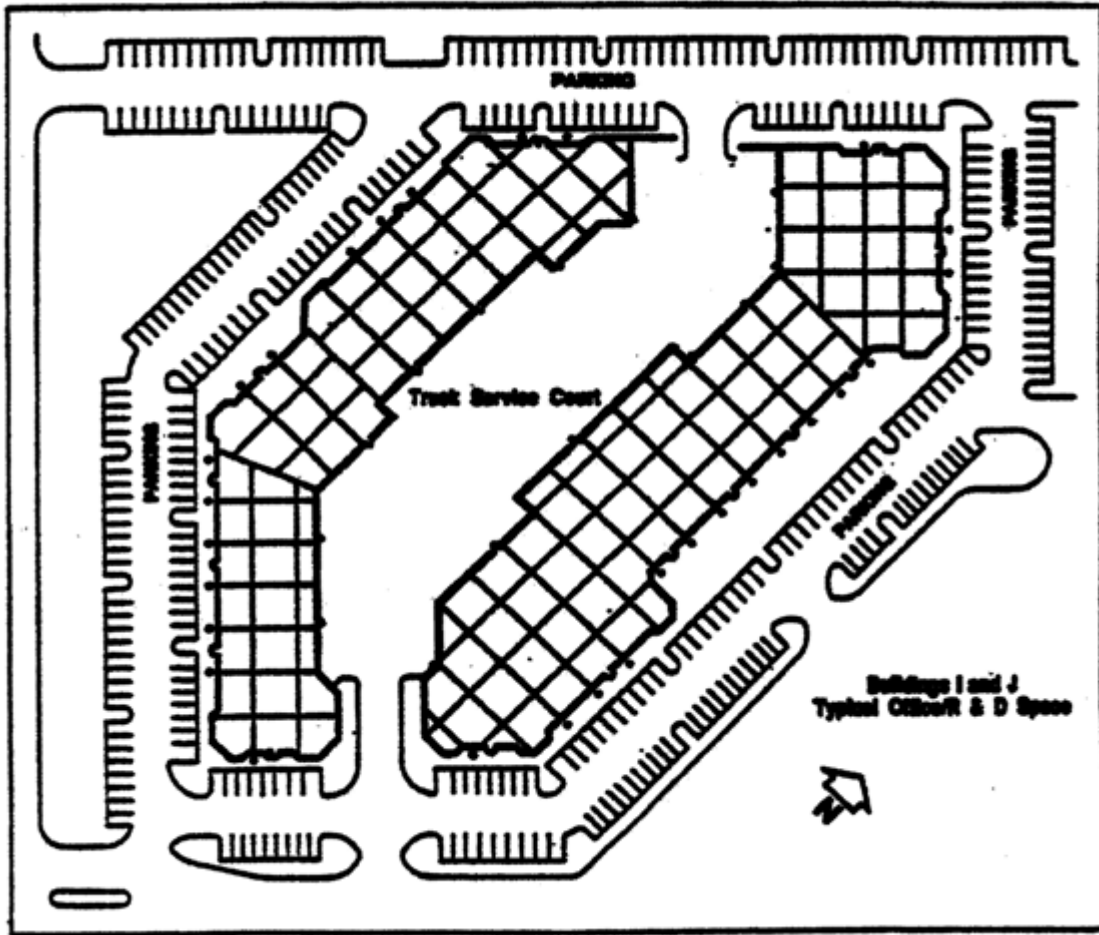
### “9.16.160 Business park/industrial.

A. These guidelines address the business park and industrial land use classifications. These uses generally require large floor areas, extensive truck circulation and minimal parking.

B. General Guidelines.

1. Building design shall be innovative and attractive, using various building materials, varied massing, enhanced facade treatments and other techniques to provide an “up-scale” image for the community.
2. Clean, contemporary architectural expressions are encouraged.
3. All sides of all buildings shall have architectural treatment.
4. Entries into industrial buildings shall be well-defined through the use of projections, recesses, space frames, pergolas, colonnades, raised planters, seats, enhanced paving, low-level lighting bollards or other elements.
5. Solid walls (six feet high) and landscaping shall be used to screen loading, service and trash storage areas from public view.
6. Solid walls and landscaping should screen ground-mounted equipment located away from buildings.
7. Truck docks and interior trash storage areas must be closed off by roll-down doors, arranged in an organized manner, integrated within the overall design of the industrial project and oriented away from public view.
8. Roof-mounted equipment shall be screened from public view. All roof screens shall be solid and continuous and shall be treated to be compatible with the project’s architecture.
9. Exterior walls shall be architecturally treated to provide relief and variety by using pilasters, deep reveals, offset entries and staggered wall components.
10. All manufacturing and industrial uses adjacent to residential land uses shall include a buffer zone and/or noise attenuation wall to reduce outside noise levels.
11. All manufacturing and industrial uses shall be adequately screened and buffered to reduce glare, noise, dust and vibration.
12. Truck traffic shall be channeled directly to truck routes and shall not have access to neighborhood streets.
13. Pedestrian walkways should link building entries to bus turnouts and nearby land planned for or used as eating establishments.
14. Courtyards for resting, gathering and eating by employees shall be provided. Pervious surfaces are recommended where feasible. (Ord. 359 (Attach. 2 (part)), 1992)





**“9.16.190 Natural open space standards.**

A. All hillside development proposals shall include a portion of the site to be retained in natural area open space.

1. The natural open space area may be comprised of two types:
  - a. Undeveloped natural areas, that which has been left in its natural state;
  - b. Restored natural areas, that which have been disrupted during construction but are restored to a natural appearance.
2. The following shall guide the location of undeveloped natural areas:
  - a. Contiguous areas along drainage channels;
  - b. Ten (10) foot minimum widths adjacent to roadway improvements;

- c. On lots where the average slope exceeds twenty-five (25) percent, the construction of custom homes with multiple foundation levels shall be mandatory while post and beam construction shall be discouraged;
  - d. Areas contiguous with other natural areas of adjacent properties;
  - e. Areas containing rock outcroppings;
  - f. Areas containing soils with high permeability;
  - g. Significant stands or clusters of native vegetation;
  - h. Known or discovered archeological or paleontological sites.
3. The following shall guide the location of restored natural areas:
- a. In required setbacks;
  - b. Adjacent to common recreation facilities;
  - c. Along roadway improvements or over utility easements;
  - d. Fuel modification zones, as required by the fire department.
4. The percent of the total site required to be retained in natural open space shall be based on the average natural slope of the land surface. The following natural open space area requirements shall apply:

**Table 9.16.190A**

**Natural Area Open Space Requirements**

<b>Average Percent Slope</b>	<b>Minimum Percent of Site to Remain as Natural Area Open Space</b>
10% - 15%	35%
15.1% - 25%	50%
Over 25%	60%

5. The following shall guide the allocation of undeveloped and restored natural areas on properties:

- a. Undeveloped natural areas shall constitute a minimum of seventy-five (75) percent of the required natural area open space.
- b. Restored natural areas may constitute a maximum of twenty-five (25) percent of the required natural area open space.
- c. No grading, excavation or construction shall be allowed within areas designated as natural areas. Fuel modification areas may be graded as necessary and replanted to meet fire department requirements.
- d. Where construction has inadvertently scarred designated natural areas, the applicant shall restore the affected sites, as approved by the Community & Economic Development Director or designee.
- e. Restored natural areas shall be graded to blend in with the natural terrain and landscaped with rock and plant materials native to the local area.
- f. All undeveloped natural areas and restored natural areas shall be clearly shown on all proposed plans and building permit site plans unless otherwise approved by the city council. A landscaping program for restored natural areas shall be approved by the Community & Economic Development Director prior to issuance of building permits. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1994; Ord. 359 (Attach. 2 (part)), 1992)”

**“9.16.200 Landscaping.**

- A. All required plans for landscaping are approved prior to issuance of building permits, and in accordance with Chapter 9.17 of this title.
- B. Existing vegetation is retained in, and part of the comprehensive development project not designated for grading or construction. Site design preserves native or historic/mature vegetation, unless otherwise approved by the Community & Economic Development Director.
- C. Existing vegetation that cannot be preserved in place, but is suitable for transplanting, is relocated elsewhere on site, as approved by the community development department director.
- D. Unimproved disturbed areas are landscaped within one hundred eighty (180) days following issuance of a grading permit and/or within thirty (30) days of issuance of a certificate of occupancy, whichever is earlier.
- E. All landscaping within public easements or areas dedicated to the city is of low maintenance, xeriscape or native plant material.
- F. An open space network is designed to provide contiguous linkages throughout the development parcel, and between adjacent parcels, where major public trail systems or vista corridors are designated. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.25, 2003; Ord. 359 (Attach. 2 (part)), 1992)”

**“9.16.210 Grading.**

A. Man-made slopes shall conform to patterns of the natural terrain. All cut and fill slopes shall be landscaped and shall be stabilized to control erosion.

B. “Landforming” shall be applied to all slopes adjacent to public streets, gateways, and public view areas, as well as to all slopes greater than one hundred (100) feet in length or ten (10) feet in vertical height.

1. Landforming shall be accomplished by the use of variable slope ratios, undulating of tops and toes, screening of terraces and downdrains, varying of surface features, and by landscaping.

2. Rear and side yard slopes between adjacent lots within the same project need not be landformed unless they are greater than one hundred (100) feet in length or ten (10) feet in vertical height.

C. Any cut or fill slope to be revegetated shall not be steeper than 2:1.

D. All excess excavated material shall be removed or otherwise placed to become an integral part of the site development.

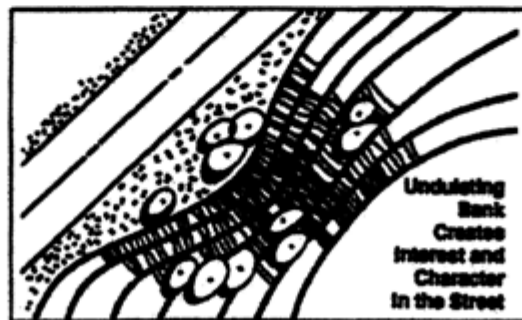
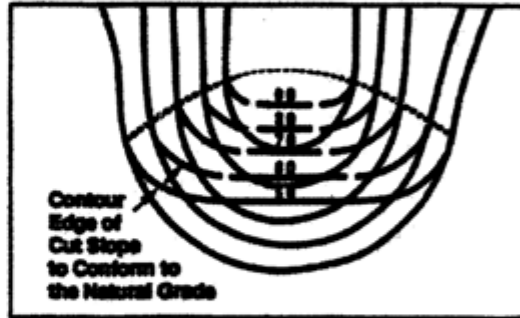
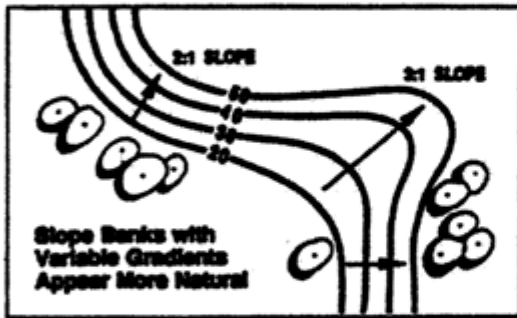
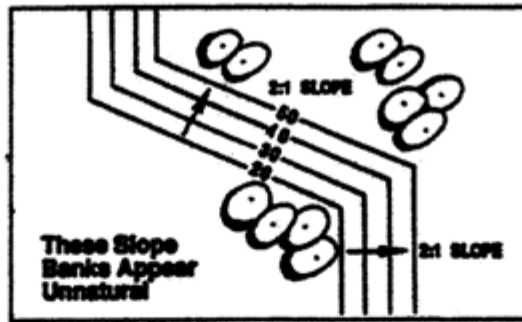
E. During construction, measures such as sediment traps or terracing shall be used around all graded areas to minimize erosion.

F. Whenever archeological or paleontological sites are discovered during excavation, the planning division shall be notified immediately and mutually agreeable precautions taken to preserve the artifacts.

G. Natural features such as trees with four-inch or larger trunk diameters and significant rock outcroppings shall be protected to the greatest extent feasible in the siting of individual lots and building pads. These features shall be shown on the grading plan with appropriate protection and relocation notes. Where trees with four-inch or greater trunk diameters are to be removed, they shall be replaced with at least twenty-four (24) inch box size trees of the same species, or as approved by the planning division, at a ratio of three new trees for each mature tree removed.

H. All dwelling units shall be located a minimum of ten (10) feet from the tops and toes of all slopes, unless otherwise approved by the city engineer and the Community & Economic Development Department.

I. Crib walls, or an equivalent, may be used to enhance a cut slope’s capability to be landscaped, providing they are properly irrigated. They should not be used, however, to increase flat pad size or to otherwise intensify project grading.



J. Any manufactured slope shall be contoured in a manner to appear to have a natural grade. (Ord. 773 § 3, 2008; Ord. 694 § 1.1 (part), 2005; Ord. 475 § 1.4 (part), 1995; Ord. 426 § 3.1 (part), 1992; Ord. 359 (Attach. 2 (part)), 1992)”

**“9.16.220 Roadways and circulation.**

A. Road alignments, driveways and parking areas shall conform as closely as possible to natural topography.

B. Existing vegetation shall be preserved to the greatest extent possible in the location of roads and shall be retained as medians or buffers wherever possible within the unimproved right-of-way.

C. Variations in road design and construction may be permitted to keep grading and cut slopes to a minimum.

D. One-way loop roads may be constructed where appropriate for the terrain.

E. Combinations of collective private driveways, cluster parking areas and off-street parking bays (including pervious paving where feasible) are encouraged to minimize paved areas. (Ord. 773 § 3, 2008; Ord. 359 (Attach. 2 (part)), 1992)”

**“9.16.235 Hillside design standards.**

A. Site Plan Design. Each structure shall be located in the most accessible, least visually prominent, most geologically stable portion or portions of the site, and at the lowest feasible elevation. Structures shall also be aligned with the natural contours of the site. Locating structures in the least prominent locations is particularly important on open hillsides where the high visibility of construction should be minimized by placing structures so that they will be screened by existing vegetation, depressions in topography, or other natural features. In addition, the following standards shall apply:

1. Significantly visible rock outcroppings should be preserved and incorporated into the site plan.

2. All pads and driveways shall, to the fullest extent practicable, follow and utilize the natural contours of the land to minimize disturbance and shall not be located on the crest of a natural ridgeline. Pervious surfaces are recommended where feasible.

3. Clustering of development on flatter areas of the site is strongly encouraged.

4. Dwelling units and structures shall be sited in a manner that will:

a. Retain outward views from each unit;

b. Preserve or enhance vistas and ridgelines, particularly those seen from public places and rights-of-way in the valley below;

c. Preserve natural hydrology, native plant materials and areas of historic significance.

5. In areas adjacent to a ridgeline or in moderate slope areas, dwelling units and structures shall be sited to:

a. Use the natural ridgeline as a backdrop for structures;

b. Use landscape plant materials as a backdrop;

- c. Use the structure to conceal cut slopes;
  - d. Retain major natural skyline profiles;
  - e. The topmost point of a proposed structure and all site grading shall be at least thirty (30) feet below the top of the nearest ridge or knoll.
- 6. Encourage smaller pad to lot size ratios for all dwelling units.
  - 7. Streets, both public and private, shall be developed below the crest of a natural ridgeline.

B. Architectural Design. The following architectural design standards shall apply:

1. Building development color palettes, including roofing, fencing and exterior building materials, shall be “earth tones” compatible with the natural color of the terrain and vegetation, and shall be approved by the community development director.

2. The design of the structure should give consideration to the lot’s size and configuration in order to avoid the appearance of overbuilding and to minimize the blocking of views.

3. Large expanses of a single material on walls, roofs or paving areas should be avoided. Create interesting small scale patterns by breaking up building mass, varying building materials, etc. Building plans and elevations should be varied throughout a development to avoid a monotonous “cookie-cutter” look.

4. Horizontal and vertical architecture detailing of building articulation, such as overhangs, projections, alcoves, varied roof-plains, building offsets, etc. should be used to avoid large expanses of a wall in a single plain and to create light and shadow.

5. Brightly colored structures and roofs and reflective glass or building materials are expressly prohibited. Materials and colors shall blend with the natural hillside environment to the greatest degree feasible. Specific materials that are encouraged are those with natural colors and textures, including stone, wood, textured stucco and brick.

6. Where it will not result in increased grading and landform alteration, the limitation of structures to a single story is strongly encouraged.

7. The use of undulating walls that follow the land form are highly encouraged.

8. Detaching the garage shall be encouraged, while retaining walls shall be integrated into the garage walls on sloping lots to reduce grading and minimize visibility of walls.

9. Include architectural enrichments and variations in roof massing. Roofs should have low profiles to minimize their visual impact. On sloping land, the roof pitch

should follow the slope of the hillside, instead of being perpendicular to the hillside or opposing hillside slope. Upper stories should not be cantilevered out of the opposite direction of the hillside slope.

C. Lighting Design. The intent of lighting standards for designated hillside properties is to preserve the low light level conditions that are inherently characteristic of hillside areas. The following lighting design standards shall apply:

1. Lights shall not be located on the portion(s) of the site that has not been disturbed.

2. Lights mounted on dwellings, buildings or structures shall be fully shielded and directed away from adjacent developments.

3. All light fixtures should be directed downward and properly aimed on the targeted areas to maximize their effectiveness and minimize the total number of light fixtures.

4. All lighting shall be low scale and low intensity and directed downward and away from the view of others.

5. Road, driveway and walkway lights should be located on the “downhill” side and aimed toward the “uphill” side and should be fully shielded from below and only light the driveway surface.

6. Lighting fixtures on properties should be mounted on a post not to exceed eight (8) feet above finished grade, in or on a building wall not to exceed eight (8) feet above finished grade and shielded, or on a structure to a height of not more than twelve (12) feet for security lighting.

7. Street lighting shall be limited to the greatest degree feasible to maintain a “dark sky” environment. Typically, streetlights should be limited to street intersections or other locations where safety concerns predicate the need for illumination. (Ord. 773 § 3, 2008)”

3.7 Section 9.17 Title 9 of the City of Moreno Valley Municipal Code is hereby amended to read as follows:

**“9.17.030 Landscape and irrigation design standards.**

A. General. The landscape plans shall incorporate low water use plants, turf trees and ground covers adaptable to the area. A list of plants may be found in the county of Riverside’s Guide to California Friendly Landscaping that provides a variety of options to meet the drought tolerant needs of the area while ensuring an aesthetically pleasing landscape. Plants not on the list may be used providing the water consumption does not exceed the project’s water budget. Consideration should be given to climate, soil types and topographic conditions. Landscapes should group plants using similar watering patterns to eliminate over watering and provide irrigation watering zones of similar use.



The irrigation systems shall be installed using water-conserving equipment including the installation of bubblers, drip systems, low volume sprays and smart irrigation controls. Smart irrigation controls are sensitive to the changing weather patterns and adjust watering cycles automatically to reduce water usage during colder/rainy weather. A water budget shall be completed that meets Eastern Municipal Water District guidelines and submitted with the landscape plans. Based on the landscape design, the water budget will determine the landscape's water demand. Once calculated, the annual maximum allowable water budget (AMAWB) is compared to the estimated annual water use (EAWU) to ensure the design does not exceed the allowed water use.

Projects shall be designed to capture and retain storm water onsite to improve water use efficiency and water quality. The use of

reclaimed water is encouraged. Contact Eastern Municipal Water District for availability.

B. Plan Design Standards. The following design standards are required on all landscape plan submittals:

1. Final landscape and irrigation plans shall be based on the approved site plan and/or the final grading plan for the project.

2. Final landscape and irrigation plans for all projects, with more than one thousand (1,000) SF of landscaped area, except custom homes or projects designed in-house by the public works department or parks and community services department, shall be designed (and wet stamped/certified) by a California state licensed architect, civil engineer or landscape architect. All non-residential projects with one thousand (1,000) square feet or less of landscaped areas shall provide landscape and irrigation plans certified by a certified irrigation designer.

3. Minimum scale is one inch = twenty (20) feet. A smaller scale may be used with prior approval by the city. Standard sheet size is twenty-four (24) inches by thirty-six (36) inches.

4. Existing vegetation shall be retained on any portion of a development not designated for grading or construction, unless otherwise approved or required by the city.

5. Landscape shall include drought-tolerant plants and water conservation principles.

6. All soil surfaces in landscape areas shall be covered with plant materials, walkways or mulch (organic or inorganic).

7. Ground-mounted equipment (e.g., transformers and back flow preventers) shall be screened with landscaping or screening walls, allowing for adequate access for equipment maintenance.

8. Trash enclosures are screened with at least three feet of landscaping on three sides.

9. Unimproved areas are maintained in a weed-free condition, and may require temporary landscape and irrigation.

10. All nonturf landscape areas are covered with a minimum of three inches of mulch following installation, unless otherwise approved by the city.

11. Native or low-water use plant materials shall be used. The use of invasive plants should be avoided. (See the California Invasive Plant Inventory by the California Invasive Plant Council [www.cal-ipc.org](http://www.cal-ipc.org)). No invasive plants are permitted adjacent to Multi-Species Habitat Conservation Plan conservation areas.

12. Water budgets that meet Eastern Municipal Water District guidelines shall be attached to plan submittal. Obtain water budget information from Eastern Municipal Water District.

13. Water budgets are subject to approval by Eastern Municipal Water District. The city of Moreno Valley will cooperate with Eastern Municipal Water District in monitoring to the extent practicable.

14. Irrigation systems shall be designed, maintained and managed to meet the current irrigation efficiency standard as determined by the state of California Code of Regulations and Eastern Municipal Water District. Landscape plans submitted shall meet this standard.

15. Water quality basin design shall ensure that the design between the basin and the required landscaping area complement one another.

#### C. Turf Areas.

1. Turf areas shall have a maximum design slope of twenty (20) percent and a minimum design slope of one percent.

2. Turf areas shall be limited to less than twenty-five (25) percent and only in gathering areas with the exception of parks and similar recreational facilities. Turf shall not be used solely for decorative purposes. Turfless or xeriscape design concepts are preferred.

3. Where turf areas are allowed, drought-tolerant and warm season turf varieties shall be used.

4. Except for single-family residences, concrete mow strips shall be installed between all turf areas and groundcover/shrub areas, vine pockets, walls, structures, or signs.

5. High quality artificial turf is allowed as an element of a project landscape.

6. Native grasses not requiring regular mowing shall be used in lieu of turf in water quality facilities.

#### D. Ground Cover/Shrub Areas.

1. Shrubs and groundcover shall be installed in shrub/planting areas in amounts and at intervals that will provide eighty (80) percent coverage within twenty-four (24) months.
2. Shrubs shall be located to provide visual interest to the project site, break-up building massing, and help screen unsightly views.
3. Groundcover (low water use plants are preferred) shall be installed in such a manner to ensure eighty (80) percent coverage within twelve (12) months.
4. No plantings shall be located closer than twenty-four (24) inches from any building or structure, unless otherwise approved by the city.
5. All planting areas adjacent to buildings or structures shall slope away from all buildings, structures or walls, or incorporate drains to direct water away from these elements.
6. Large ground cover areas shall have multiple plant types including a variation in height, texture and color.
7. The plant palette provided in the Riverside County Landscape Guidelines is recommended to identify plants which can be used to establish a balance of drought tolerant plants.

E. Trees.

1. Trees shall be planted in a manner, which maximizes the shading of paved areas, outdoor seating, and both south- and west-facing windows.
2. Street trees for designated streets shall be used, unless a different street tree has already been established along the street segment in question.
3. Trees shall be planted at sufficient size and manner to ensure successful establishment and protection from breakage.
4. All landscape plans shall indicate mature tree canopy diameters.
5. All mature tree canopies in parking lots shall be pruned and maintained to maximize shade potential and ensure healthy, maximum growth. Topping of trees shall be avoided.
6. The tree palette shall provide a balanced use of evergreen and deciduous trees with attention to summer shade, fall and spring color, winter sunlight, and new growth.
7. Parkway tree planting shall provide a buffer effect that creates partial screening between parking lot areas and street vehicular traffic.

8. Existing mature trees that cannot be preserved in-place, shall be transplanted elsewhere on the site, unless transplantation is infeasible due to the type or condition of the trees.

9. Projects necessitating the removal of existing trees with four-inch or greater trunk diameters (calipers), shall be replaced at a three to one ratio, with minimum twenty-four (24) inch box size trees of the same species, or a minimum thirty-six (36) inch box for a one to one replacement, where approved.

10. Trees shall be planted in a manner and at locations, which minimize the potential for damage to adjacent walkways and paving.

F. Irrigation.

1. All planted landscape areas shall be provided with an approved "smart" automatic irrigation control systems (labeled as evapotranspiration (E.T.) based), with rain sensing and/or soil moisture sensing devices. Watering during the rain shall be avoided.

2. Drip, bubbler-type and rotor sprays or stream rotor sprinkler heads or similar efficient sprinklers shall be used whenever possible. These sprinklers should be used exclusively when positioned adjacent to building walls. (Bubblers and spray heads should be pressure compensating, low volume type).

3. Separate irrigation zones shall be provided for areas with different irrigation requirements, including, but not limited to, trees, turf and nonturf areas.

4. Reduced pressure backflow preventers are required on all irrigation systems.

5. No fixed risers are permitted, unless otherwise approved by the Community & Economic Development Director.

6. A pressure vacuum breaker shall be installed at the top of slopes when irrigation is installed on the top of the slope.

7. Irrigation shall be placed in a manner that eliminates overspray, runoff, wicking action and/or damage to adjacent buildings, walls, walks, driveways, streets, and fences.

8. Irrigation of landscapes should occur between nine p.m. and six a.m. except during the establishment period, when temperatures are predicted to fall below zero or when repairing/adjusting the irrigation system.

9. Eastern Municipal Water District will calculate the annual maximum allowable water budget (AMAWB) for customers requesting a new account. The proposed landscape must meet the AMAWB requirements prior to meter release. (Ord. 786 § 2, 2009)"

**“9.17.050 Parking and drive-through landscape areas.**

Landscaping in parking and drive-through areas shall be designed to provide safety and comfort for both drivers and pedestrians, to provide shade, reduce heat-gain, reduce air pollutant emissions, promote areas for water retention and evapotranspiration, allow runoff from impervious surfaces, and to enhance the visual quality of the project and the city. The design shall reduce auto noise, light and glare, and ambient temperatures through the use of canopy trees. The following standards apply:

A. Design Considerations.

1. Parking lots and drive-throughs shall be screened from the public right-of-way by a thirty-six (36) inch high wall, shrub row and/or by berming. If walls are employed, they must be aesthetically compatible with the project design.

2. Landscape areas in the parking lot shall be designed to minimize the potential for pedestrians to cross any landscape areas to reach building entrances and to access parked cars. Walkways shall be provided to facilitate pedestrian access, especially at corner locations.

3. Curb cut openings must be provided to permit parking lot drainage to enter landscape areas for retention and water quality. Wheel stops shall not be permitted unless approved by the Community & Economic Development Director.

4. Turf is not permitted in parking lot planters.

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

C. Planter Curbs and Step-Outs. Planters shall be separated from parking spaces by a six-inch wide concrete curb. Where a planter (finger or island) is located on the side of a parking space, a twelve (12) inch wide concrete step-out is required along the long dimension of the parking space. A step-out is required, in addition to a six-inch curb, resulting in a combined concrete surface measuring eighteen (18) inches in width.

D. Trees-Number, Location, and Type.

1. Trees may be planted in clusters along the street frontage and side and rear setbacks, if applicable.

2. Parking lot trees shall be planted to align with the ends of parking lot stripes (between cars) and away from light standards, in order to create adequate shade canopies, and avoid damage to tree trunks.

3. The selection of parking lot trees should emphasize the provision of summer shading of pavement and vehicles. Within a maximum of ten (10) years, parking lot trees shall shade a minimum of fifty (50) percent of parking space pavement during the summer months, between one and four in the afternoon. A maximum of fifty (50) percent of the parking lot trees may be deciduous unless otherwise approved by the community development department.

4. The selection of parking lot trees shall avoid trees with excessive litter, sap or fruit that could damage vehicles. (Ord. 808 § 2.8, 2010; Ord. 786 § 2, 2009)”

**“9.17.070 Single-family residential development.**

A. Plans for landscape construction or reconstruction of existing single family units, custom homes and model home complexes are subject to review by the Planning Division to ensure:

1. Conformance with prevailing building design guidelines, with pleasing visual aesthetics and water efficient design.

2. Use of xeriscape landscaping;

3. Use of approved landscape materials.

4. Use of approved “smart irrigation” controllers.

5. Irrigation systems minimize overspray onto structures or hard surfaces such as sidewalks, driveways and walls/fences.

6. The front yard area have a maximum of 25% turf with the remaining yard planted with shrubs, ground covers and required trees. Turf should be planted in gathering areas only. Pavement and other solid surfaces shall not cover more than half of the required front yard setback. Pervious pavement/surfaces are recommended to reduce water runoff.

7. New and existing single family front yard setbacks include front and street side yard landscaping consisting predominantly of plant materials including shrubs, ground covers and required trees, except for necessary walks, drives and fences, not including weeds, as defined in Municipal Code Section 6.04, or concrete/hardscape materials.

8. Ground cover should be used to absorb runoff from rain or irrigation.

9. Reduction of hardscape/paving, incorporating permeable surfaces to reduce runoff.

10. The plant palette provided in the County of Riverside Guide to Friendly Landscaping is recommended to identify plants which can be used to establish an aesthetically pleasing and water efficient landscape.

B. Model homes are provided by a developer as examples of the housing product for sale within the subject tract. A xeriscape planting concept with a turfless front yard is incorporated for at least one of the models. The concept must be used in at least 25% of the production units. Promotional information on xeriscape-planting concepts is made available for prospective homebuyers.

C. For parking lot, walls, screening and other landscape requirements, see applicable sections of the title. (Ord. 616 § 2.2.27 (part), 2003)”

**“9.17.080 Multifamily residential development.**

A. A minimum of thirty-five (35) percent of the site area, exclusive of private patio and yard areas, shall be landscaped. Required setback areas and outdoor recreation areas may be counted towards this minimum, but not public rights-of-way. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. The use of permeable surfaces is recommended for walks and patios to reduce water runoff.

B. Trees shall be positioned such that trees are planted to shade paved areas and west- and south-facing windows for energy-efficient savings; coniferous or nonwinter deciduous trees are kept away from south-facing windows in order to allow for heat gain during winter months. The larger sized trees should be placed at entries and accent areas.

C. Turf shall be limited and installed in useable gathering areas only with a maximum of twenty-five (25) percent. (Ord. 786 § 2, 2009)”

**“9.17.090 Commercial, industrial, public and quasi-public development.**

A. All required setback areas, exclusive of required walkways and driveways shall be landscaped. Landscape areas consist predominately of plant materials, except for necessary walks and fences/walls. Gated and screened storage areas may be exempted from this landscape requirement per approval of the community development director.

B. A landscape buffer shall be provided on a nonresidential site when adjacent to residential uses to provide visual relief to the nonresidential side. Plant materials shall be selected so that at maturity (within ten (10) years), intermittent visual obstruction with no unobstructed openings greater than five feet in horizontal distance remain.

C. In addition to the required street trees, trees shall be planted at the equivalent of one tree per thirty (30) linear feet of building dimension that is visible from the parking lot or public right-of-way. Trees may be massed for pleasing aesthetic effects. The creation of plaza or paseo areas is encouraged, including the use of pervious surface areas that reduce water run off. Such areas should incorporate focal points such as water features or specimen trees and establish a social gathering place with such elements as tables, benches, and seating walls.

D. Additional parking lot trees shall be provided at one tree per thirty (30) linear feet of parking lot adjacent to the interior property.

E. Project entry drives shall incorporate enhanced landscaping (size and variety of vegetation) and pavement.

F. Projects with frontage abutting arterial streets shall be required to construct parkways in conformance with city standard engineering plans unless otherwise approved by the community development director.

G. Turf is limited to gathering areas only. (Ord. 786 § 2, 2009)”

**“9.17.110 Erosion control/slope planting.**

Erosion control landscape plans are required for all cut or fill slopes over three feet high. Landscaping provides erosion control while maintaining the aesthetic values of the hillside.

A. General/Design Requirements.

1. Landscape must establish or reinforce a design concept for the specific hillside area, while complimenting buildings and streetscapes.

2. Placement of plant materials shall reinforce the natural terrain and topography of the area.

3. Tree species and placement shall respect potential view sheds of neighboring properties.



4. Erosion control and fire prevention devices may be required depending on the degree and length of slope, soil type, etc.

5. Slope areas shall be planted in a manner to ensure adequate vegetation coverage and slope stability, draining to landscape or permeable surface areas that allow for water retention and absorption.

6. Turf shall not be used for slope planting. Hydro seed and water efficient grasses not requiring regular mowing may be permitted per approval by the community development director.

7. Slopes that abut public streets/right-of-ways must also adhere to applicable portions of Section 9.17.090. (Ord. 786 § 2, 2009)”

**“9.17.130 Water quality landscape designs.**

Water quality landscapes are designed to encourage the use of landscape areas as a water treatment area incorporating small scale features across a site to assist in watershed hydrology functions.

A. Water treatment areas shall be no deeper than twenty four (24) inches visible within the landscape setback areas unless otherwise approved by the Community & Economic Development Director. Rock or other decorative material may provide for greater depth of the treatment areas. No fencing will be required around water treatment areas that do not exceed Building Code fencing requirements (currently twenty four (24) inches in visible depth.

B. Basins and treatment areas shall be landscaped to appear like a natural water feature.

C. Design and site considerations shall be aesthetically consistent with surrounding landscaping using a variation of plants and materials. (Ord. 786 § 2, 2009)”

**“9.17. 150 Water Efficiency Requirements.**

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

11. Direct all runoff from roofs and hardscape areas to landscaping areas or water capture systems.

12. Water capture systems are encouraged subject to the requirements of the Eastern Municipal Water District.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions.”

#### SECTION 4 EFFECT OF ENACTMENT:

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

#### SECTION 5 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**ORDINANCE 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 Ordinance No. \_\_\_\_\_ had its first reading on \_\_\_\_\_, \_\_\_\_\_ and had its second reading on \_\_\_\_\_, \_\_\_\_\_, and 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)