

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

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

May 24, 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
May 24, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Oasis Community Church 20th Anniversary
2. Sister City San Juan de los Lagos Presentation
3. Employees of the Quarter - Facilities Maintenance Workers, Daphne McKinney, Frank Kim, and Adam Patino
4. Firefighter of the Year - Firefighter II Paramedic Chris Hoggatt

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

SPECIAL MEETING

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION
(MVPFFC)

REGULAR MEETING - 6:30 PM
MAY 24, 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

ROLL CALL

INTRODUCTIONS

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 10, 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 4-17, 2011.

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

Recommendation:

Adopt Resolution No. 2011-37, approving the Check Register for the month of March, 2011 in the amount of \$10,905,638.09.

Resolution No. 2011-37

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

A.5 TRACT MAP 29857-1 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: IRIS PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (Report

of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-38 authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system; and

Resolution No. 2011-38

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 29857-1, and Accepting the Portion of Iris 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.6 APPROVE THE AMENDED SOLAR INITIATIVE PROGRAM FOR MORENO VALLEY ELECTRIC UTILITY (Report of: Public Works Department)

Recommendation:

1. Approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines; and
2. Authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements.

A.7 PA10-0028 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF A PORTION OF BRODIAEA AVENUE WEST OF GRAHAM STREET LOCATED ALONG A PORTION OF PARCEL 3 OF PARCEL MAP 32326 AND A PORTION OF LOT 8 OF MAP 1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, NORTH SIDE OF BRODIAEA AVENUE WEST OF GRAHAM STREET, DEVELOPER: RIDGE MORENO VALLEY, LLC, LONG BEACH, CA. 90803 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2011-40, summarily vacating a portion of the

north side of Brodiaea just west of Graham Street; and

Resolution No. 2011-40

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Brodiaea Avenue West of Graham Street Located Along a Portion of Parcel 3 of Parcel Map 32326 and a Portion of Lot 8 of Map 1 of the Bear Valley and Alessandro Development Company

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

A.8 PURCHASE OF FIRE ENGINE FOR MORRISON PARK FIRE STATION
(Report of: Fire Department)

Recommendation:

1. Approve the purchase of a Multi-Function Type 1 Fire Engine and award a bid in the amount of \$445,754 to SMEAL Fire Apparatus Company, Snyder Nebraska as being in the best interest of the City;
2. Approve the purchase of \$50,000 in fire equipment from the Riverside County Fire Department for the Multi-Function Type 1 Fire Engine;
3. Approve the transfer of \$200,000 from Fire Operations operating expense account (133.65110.6251.252) to Fire Operations vehicles expense account (133.65110.6641.645) to partially fund the Fire Engine (the \$200,000 is anticipated Fire Department FY 2010/2011 savings);
4. Approve an appropriation in the amount of \$295,754 from General Fund fund balance to Fire Services Operations Fund account number 133.65110.6641.645 in the amount of \$445,754 and 133.65110.66441.648 in the amount of \$50,000 to fund the purchase of the fire engine and fire equipment; and
5. Authorize the Financial & Administrative Services Director to issue a purchase order to SMEAL Fire Apparatus Company in the amount of \$445,754 and issue a second purchase order to Riverside County Fire in the amount of \$50,000 for the purchase of new fire equipment.

A.9 CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) -
ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT AWARD
(Report of: Financial & Administrative Services Department)

Recommendation:

1. Ratify the contract award to Southcoast Heating & Air Conditioning, the lowest bidder, for the installation of the City Hall HVAC equipment, in the amount of \$486,735 (four hundred eighty six thousand seven hundred and thirty five dollars) from EECBG funding in account number 229.80501.7200;
2. Ratify the contract award to Trane in the amount of \$147,809.70 (one hundred forty seven thousand eight hundred and nine and seventy cents) for the purchase of two 75- ton roof top HVAC units and two 6-ton split system units for the MVTV3 City Hall Studio from EECBG funding in account number 229.80501.7200; and
3. Approve the addition of a 10% contingency fund in an amount of \$46,673.00 (forty six thousand six hundred and seventy three dollars) to Southcoast Heating & Air Conditioning from monies in the FY 10/11 budget, account number 754.71425.7400 (will not affect the General Fund).

- A.10 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE IRONWOOD AVENUE WIDENING FROM PERRIS BOULEVARD TO NASON STREET PROJECT NO. 07-41572727 (Report of: Public Works Department)

Recommendation:

Adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

- A.11 ANNUAL STATEMENT OF INVESTMENT POLICY (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Annual Statement of Investment Policy

- A.12 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

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

- A.13 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO

THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.3) (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-41 authorizing accepting the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.

Resolution No. 2011-41

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of a Substitution of Trustee and Full Reconveyance Relating to a Deed of Trust Executed by the Community Redevelopment Agency of the City of Moreno Valley, as Trustor, for the Benefit of the City, as Beneficiary, and Approving the Transfer of Real Property conveyed by the Agency of the City

A.14 ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF MORENO VALLEY AUTHORIZING CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY'S VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

1. Adopt Resolution 2011-42 authorizing the execution of certain lease financing documents in connection with the refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to;

Resolution No. 2011-42

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Actions with Respect Thereto

2. Authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed \$28,500, with Fieldman Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and
3. Authorize the City Manager to approve an agreement for bond

counsel services, in an amount not to exceed \$30,000 with Quint & Thimmig LLP to serve as Bond Counsel to complete the refunding through a private placement process.

- A.15 ORDINANCE NO. 824 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

Recommendation:

Adopt Ordinance No. 824.

Ordinance No. 824

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

- A.16 APPROVE STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDING APPROPRIATION FOR HIGHLAND FAIRVIEW'S EUCALYPTUS AVENUE STREET IMPROVEMENTS PROJECT BETWEEN REDLANDS BOULEVARD AND THEODORE STREET SLPPCL10-5441(048) (Report of: Public Works Department)

Recommendation:

1. Accept and appropriate both \$1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC); and
2. Adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street.

Resolution No. 2011-43

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement Agreements to Administering Agency-State Agreements Between the State of California, Acting by and through the

Department of Transportation, and the City of Moreno Valley

- A.17 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM C.4) (Report of: Community & Economic Development Department)

Recommendation:

Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

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 10, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.3 SECOND EXTENSION OF CONTRACT - PROJECT NO. E-2/09 - MAINTENANCE OF EXTENSIVE LANDSCAPING AND IRRIGATION - HIDDEN SPRINGS ZONE E-2 (Report of: Public Works Department)

Recommendation:

1. Approve the Extension Agreement for CSD Project No. E-2/09 to extend the term of the contract for an additional one-year period;
2. Authorize the President of the CSD Board to execute said Extension Agreement with Tropical Plaza Nursery, Inc., of Villa Park, California; and
3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Tropical Plaza Nursery, Inc. in the amounts of:
 - a.) ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$188,400.00) for twelve months of base maintenance service, and
 - b.) TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$29,600.00) for anticipated Additional Work per Section 5 of the Extension Agreement.

B.4 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)(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
 - 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.

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 10, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

C.3 ADOPTION OF RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.13) (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. RDA No. 2011-06 authorizing the transfer of certain

real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.

Resolution No. RDA No. 2011-06

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Resolution Authorizing the Transfer of Certain Real Property to the City of Moreno Valley

- C.4 AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (ALSO LISTED AS ITEM A.17) (Report of: Community & Economic Development Department)

Recommendation:

Approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

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 10, 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 ANY SUBJECT NOT ON THE AGENDA UNDER THE
JURISDICTION OF THE CORPORATION**

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.

SPECIAL ORDER OF BUSINESS

- 1 ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY OF MORENO VALLEY VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT) (Report of: Financial & Administrative Services Department)

Recommendation:

The Board of Directors of the Moreno Valley Public Facilities Financing Corporation adopt Resolution No. MVPFFC 2011-01 authorizing the execution of certain lease financing documents in connection with the refunding of the City of Moreno Valley's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to.

Resolution No. MVPFFC 2011-01

A Resolution of the Moreno Valley Public Facilities Financing Corporation of the City of Moreno Valley, California Approving the Form and Authorizing the Execution of Certain Lease Financing Documents in Connection with the Refunding of the City of Moreno Valley Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and Authorizing and Directing Certain Actions with Respect Thereto

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, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY BOARD OF LIBRARY TRUSTEES

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

E. PUBLIC HEARINGS

- *E. 1 A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING, AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES (Continued from March 22, 2011) (Report of: Community & Economic Development Department)

Recommendation:

Introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

Ordinance No. 823

An Ordinance of the City Council of the City of Moreno Valley, California, Approving a Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an Approved Project Encompassing Tentative Tract Map No. 36340 and a Conditional Use Permit/Planned Unit Development Consisting of 275 Residential Lots, a Recreational Building and Private Open Space on Approximately 29 acres in the R15 (Residential 15) and OS (Open Space) Land Use Districts

- E. 2 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 PERRIS VALLEY

STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT -
PROJECT NO. 11-41570125 (Report of: Public Works Department)

Recommendation:

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;
3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement 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;
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;
5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;
6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council; and

Resolution No. 2011-39

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 Property [APN: 482-230-013]

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.

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

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
 - a) Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC)
- G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT'S PROPOSED FISCAL YEAR 2011/12 ANNUAL CHARGES (Report of: Public Works Department)

Recommendation: That the CSD:

Accept public comments regarding the proposed fiscal year (FY) 2011/2012 annual CSD charges. The proposed charges shall fund program services for parks, recreation programs and services, residential street lighting, arterial street lighting, parkway landscaping, extensive parkway landscaping, internal parkway landscaping, medians, and maintenance of certain Sunnymead Boulevard improvements. These programs, services, and associated charges are discussed in detail in the Preliminary Annual Levy Report, which is on file in the office of the City Clerk.

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

Recommendation: That the City Council:

Hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.

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

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

***REVISION TO AGENDA**

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

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

**REGULAR MEETING – 6:30 PM
May 10, 2011**

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:58 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 William H. Batey II

INVOCATION – Mayor Richard A. Stewart

ROLL CALL

Council:

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

Staff:

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

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF

THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

A.5 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of April 20 - May 3, 2011.

A.6 PA07-0021 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SUNNYMEAD BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: WESTERN STATES CONSTRUCTION, INC., ANAHEIM, CA 92807 (Report of: Public Works Department)

Recommendation:

MINUTES
May 10, 2011

1. Adopt Resolution No. 2011-37 authorizing the acceptance of the public improvements within PA07-0021 as complete and accepting the portion of Sunnymead Boulevard associated with the project into the City's maintained street system; and

Resolution No. 2011-37

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA07-0021, and Accepting the Portion of Sunnymead 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.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF SUNNYMEAD BOULEVARD BEAUTIFICATION AND ENHANCEMENT FROM FREDERICK STREET TO PERRIS BOULEVARD PROJECT - PROJECT NO. 04-89280221-2 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Sunnymead Boulevard Beautification and Enhancement from Frederick Street to Perris Boulevard constructed by PALP Inc. dba Excel Paving Company (Excel), 2230 Lemon Avenue, Long Beach, CA 90806;
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 assess liquidated damages and withhold further payment to Contractor; and
4. Accept the improvements into the City's maintained system.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR WIDENING OF PERRIS BOULEVARD SOUTHBOUND AT STATE ROUTE 60 WESTBOUND RAMP PROJECT NO. 08-12566627 (Report of: Public Works Department)

MINUTES
May 10, 2011

Recommendation:

1. Grant LSC Construction's request for relief of bid proposal due to a mistake made in filling out the bid;
2. Award the construction contract for Widening of Perris Boulevard Southbound at State Route 60 Westbound Ramp to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92878, the lowest responsible bidder;
3. Authorize the City Manager to execute a contract with Hillcrest Contracting, Inc.;
4. Authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of \$297,060.00 (\$247,550.00 for the bid amount plus 20% contingency) when the contract has been signed by all parties; and
5. 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 \$49,510.00, subject to the approval of the City Attorney.

A.9 PA09-0043 (PM 36262) – COMMERCIAL – ACCEPT FINAL MAP, AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS; DEVELOPER: FRANK POZGAJ & MARIA POZGAJ FAMILY TRUST, RANCHO MIRAGE AND MORENO BEACH STATION, LLC, MORENO VALLEY, CA. (Report of: Public Works Department)

Recommendation:

1. Approve PA09-0043, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;
2. Accept the Agreement and Bonds for Public Improvements;
3. Authorize the Mayor to execute the Agreement;
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

MINUTES
May 10, 2011

- A.10 PERSONNEL RULES AND REGULATIONS REVISION (Report of: Human Resources Department)

Recommendation:

Approve the Personnel Rules and Regulations.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- B.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 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 APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- C.3 MINUTES - SPECIAL MEETING OF APRIL 19, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

MINUTES
May 10, 2011

- C.4 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- C.5 REVISIONS TO THE RDA HOMEBUYER ASSISTANCE PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Approve amendments to the Homebuyer's Assistance Program (HAP) to allow the loan term to be reduced to 20 years and allow the loan to be forgiven upon the expiration of the loan term.

D. CONSENT CALENDAR – BOARD OF LIBRARY TRUSTEES

- D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- D.2 MINUTES - REGULAR MEETING OF APRIL 26, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

- D.3 MINUTES - REGULAR MEETING OF APRIL 12, 2011 (Continued from April 26, 2011) (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

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.

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2011/12 (Report of: Community & Economic Development Department)

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

MINUTES
May 10, 2011

Recommendation: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2011/12 Annual Action Plan; and
2. Approve the proposed 2011/12 Annual Action Plan.

Motion to approve the proposed 2011/12 Annual Action Plan with flexibility in adjustment of 5% plus or minus by m/Council Member William H. Batey II, s/Mayor Pro Tem Jesse L. Molina
Approved by a vote of 5-0.

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

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a. Mayor Richard A. Stewart report on March Joint Powers Commission (MJPC) (Continued from April 26, 2011)

March Joint Powers Commission flew to Washington, D.C. and made several appointments over a series of days. Several issues were resolved. The letter of final approval on the Free Trade Zone has been signed. Tried to resolve the issue of moving the Marine Corp Navy Reserve facility to the area next to the Army Reserve, but all land swaps have been stopped for now. The Base is going to LED lights, and \$2M was asked for to retrofit the light system for the ILS. There is the possibility we will have to go back to the regular basic landing system. The Vice-Chief of the Air Force Reserve was asked about Fourth Air Force reduction, and he would not confirm or deny it. The Heacock Channel was discussed. Talked to the VA about a presence at March Health Care with some type of clinic. A Council Member in Riverside is rallying constituents on the other side of Riverside against the general aviation use at March. Under the FAA rules, with the millions of dollars accepted to improve the taxi ways, the lighting, the ILS, etc. night flights can't be restricted, and there needs to be a general aviation element, which March has.

- G.2 RESOLUTION REGARDING THE LIBERTY QUARRY (Continued from April 12, 2011) (Report of: City Manager's Office)

Mayor Stewart opened the agenda item for public comments; which were received from Jerry Huffaker, Betsy Lowrey, Mike McFarland, Ken Johnson,

MINUTES
May 10, 2011

Betty Johnson, Fred Bartz, Pete Bleckert, Gary Johnson, Kenny Bell, Crystal Howard, Nelly Hernandez and William Stout.

Recommendation: That the City Council:

Discuss and consider adopting Resolution No. 2011-31 regarding the Liberty Quarry.

Resolution No. 2011-31

A Resolution of the City Council of the City of Moreno Valley, California, in Support of the Need for and Benefits of Liberty Quarry

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.

- G.3 APPROVAL OF ERP SYSTEM REPLACEMENT PROJECT BUDGET AND FUNDING PLAN; AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE CONTRACT WITH NEW WORLD SYSTEMS (Report of: Financial & Administrative Services Department)

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

Recommendation: That the City Council:

1. Approve the ERP System Replacement Project Budget and Funding Plan in the amount of \$1,999,060; and
2. Authorize the City Manager to execute a contract and purchase order with New World Systems (NWS) for a one-time project cost not-to-exceed \$1,322,490 and annual maintenance according to the not-to-exceed schedule below:

Year 1 maintenance	No Charge
Year 2 maintenance	\$164,640
Year 3 maintenance	\$174,930
Year 4 maintenance	\$185,220
Year 5 maintenance	\$195,510
Year 6 maintenance	\$205,800

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.4 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 1.10.080 AND 11.80.060

MINUTES
May 10, 2011

OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO
CIVIL CITATIONS AND NOISE ENFORCEMENT (Report of: City Attorney)

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

Recommendation: That the City Council:

1. Consider the following alternatives:

Adopt the proposed changes to Moreno Valley Municipal Code Sections 1.10.080 and 11.80.060; and introduce Ordinance No. 824; or

Ordinance No. 824

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Sections 1.10.080 and 11.80.060 of the City of Moreno Valley Municipal Code, Relating to Civil Citations and Noise Enforcement

2. Direct staff to make changes to the ordinance and return to a City Council meeting or study session on a later date with a revised Ordinance; or
3. Take no action. The existing Ordinances will remain in effect

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.

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

None.

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

MINUTES
May 10, 2011

Pete Bleckert

1. Traffic Signals on Davis
2. Sunnymead Boulevard
3. Public Comments
4. Housing Market

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

Council Member Robin N. Hastings

- 1) Attended the Ramona Pageant. It celebrates the history of the area, and it's a great event. It clearly demonstrates the ethnic diversity and where it came from.
- 2) Attended the League of California Cities Inland Empire Division in Temecula. The speaker discussed State and Federal redistricting. The population in Riverside County would warrant more State Senators and Assembly Members that live in the county. The current Commission is listening to people. The next meeting is May 12 at 6:00 p.m. at City Hall in Palm Springs. Go to wedrawthelines.ca.gov and submit comments. There are no elected officials on the Commission.
- 3) The Sonny Bono Memorial Interchange cannot be named after Norma Lopez as it was named by the State of California.

Council Member Marcelo Co

- 1) No public comments.

Mayor Pro Tem Jesse L. Molina

- 1) Attended the VFW Loyalty Day.
- 2) Attended Moreno Valley Appreciation Dinner. There are many Hispanic volunteers. It was an honor being there. Volunteers are a great asset to the community. Encourage citizens to volunteer.
- 3) Went to a 7-11 Grand Opening.

Council Member William H. Batey II

- 1) Apologized to Mike McCarty for not recognizing him during the Special Presentation for the top readers. The leadership is needed

MINUTES
May 10, 2011

to make the program work. It's a great program, and thank you to the Council for supporting it.

- 2) There have been a couple of nasty accidents on Eucalyptus and Pan Am. A resident had cars in her backyard on two separate occasions. Need to look at potentially putting up stop signs to slow down the traffic. Davis Street could use a signal.
- 3) Will talk to the City Manager in the near future to take the business concerns to him, and let him address those concerns.

Mayor Richard A. Stewart

- 1) Met with the School Task Force and explained the Economic Action Plan to the School Superintendent and Facilities people. There was a good discussion on the planning aspects. Where there are major changes, that is the forum to communicate them to.
- 2) Attended Loyalty Day at the VFW. President Eisenhower made it an official day. There was a flag ceremony and patriotic songs.
- 3) There is a sign up log at the table, so if someone is going to turn in a speaker slip, put your name on the sheet, too. Regardless of the speaker slip, if your name is on the sheet, you will be allowed to speak.
- 4) Attended the Volunteer Appreciation Dinner. Mark Sambito was Reserve Police Officer of the Year. The volunteers volunteered over 18,000 hours of service.
- 5) The west side of the Conference and Recreation Center has mixed grass and cement blocks. Mike McCarty indicated if the area was all grass there would be more opportunities to do lawn wedding receptions and other lawn events which would generate revenue.

There being no further business to conduct, the meeting was adjourned at 9:00 p.m. by unanimous informal consent.

CLOSED SESSION

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

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

- a) Property: SR-60/Moreno Beach Dr. Interchange Project

MINUTES
May 10, 2011

City Negotiator: Chris A. Vogt
Under Negotiation: Price and terms of payment
Owner: ,
Owners Negotiator:
APN

- 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

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:52 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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
May 10, 2011



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: May 24, 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 May 4-17, 2011.

<i>Reports on Reimbursable Activities</i> May 4-17, 2011		
Council Member	Date	Meeting
William H. Batey II		None
Marcelo Co		None
Robin N. Hastings	5/9/11	League of California Cities (LCC) Riverside County General Membership
Jesse L. Molina		None
Richard A. Stewart	5/13/11	Student of the Year Recognition Dinner

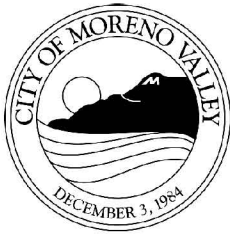
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

\\Zurich\shared\InterDept\Council-Clerk\City Clerk Files\Council Office\AB 1234 Reports\2011\052411.doc

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR MARCH, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-37, approving the Check Register for the month of March, 2011 in the amount of \$10,905,638.09.

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. 2011-37
Check Register for Month of March, 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. 2011-37

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period March 1, 2011 through March 31, 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 March 1, 2011 through March 31, 2011, in the total amount of \$10,905,638.09 is approved.

APPROVED AND ADOPTED this 24th day of May, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1 Resolution No. 2011-
Date Adopted: January 25, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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

2 Resolution No. 2011-
Date Adopted: January 25, 2011



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
A N R INDUSTRIES, INC			<u>Remit to:</u> SANTA FE SPRINGS	CA
3/21/2011	206906	49,667.00	PROP REHAB.-24497 DUNLAVY CT.	49,667.00
Vendor Total		49,667.00		
FYTD for A N R INDUSTRIES, INC		331,015.35		
ADVANCED ELECTRIC			<u>Remit to:</u> RIVERSIDE	CA
3/14/2011	206827	25,230.00	ELECTRICAL WORK-CRC	1,392.00
			LABOR TO RETROFIT LAMPS@C HALL	450.00
			LABOR TO RETROFIT LAMPS@SR CTR	950.00
			LABOR TO RETROFIT LAMPS@FS #6	50.00
			LABOR TO RETROFIT LAMPS@FS #48	250.00
			LABOR TO RETROFIT LAMPS@FS #65	200.00
			LABOR TO RETROFIT LAMPS@FS #6	5,214.00
			LABOR TO RETROFIT LAMPS@LIBRAR	12,825.00
			OCCUPANCY SENSORS INSTALLTN.	3,899.00
Vendor Total		25,230.00		
FYTD for ADVANCED ELECTRIC		69,504.60		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.				
			Remit to: SAN CLEMENTE	CA
3/21/2011	882331	45,776.14		
			LANDSCAPE MAINT-E4	73.38
			LANDSCAPE MAINT-E4	111.02
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE/OLD LAKE D	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-VTRNS MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-STAR'S BLDG	300.00
			LANDSCAPE MAINT-ELECT SUBSTN	630.00
			LANDSCAPE MAINT-MV UTILITY	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-ANNX #1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
Vendor Total		45,776.14		
FYTD for BEMUS LANDSCAPE, INC.		428,247.12		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
			Remit to: SACRAMENTO	CA
3/14/2011	206850	46,095.88		
			UNEMPLOYMENT INS CLAIMS	46,095.88
3/11/2011	2820	35,401.98		
			STATE INCOME TAX W/H 3/11/11	35,401.98
3/25/2011	2828	33,686.45		
			STATE INCOME TAX W/H 3/25/11	33,686.45
Vendor Total		115,184.31		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		839,646.72		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
			Remit to: ANAHEIM	CA
3/21/2011	882338	152,228.39		
			DISTRIBUTION CHARGES	144,610.08
			SPCL/TEMP CHARGES	8,925.00
			BAD DEBT DEDUCTION	-1,485.64
			ONLINE UTILITY SERVICES	178.95
3/28/2011	882374	36,924.49		
			12KV NEW REDLAND CKT WORK	6,614.68
			CABINET LEASE-INDIAN	17.89
			CABINET LEASE-INDIAN	1,232.11
			CABINET LEASE-IRIS	35.52
			CABINET LEASE-IRIS	1,214.48
			WORK AUTH SVCS-WASTE MGT	2,041.69
			WORK AUTH SVCS-HIGHLAND FAIRVI	8,523.59
			WORK AUTH SVCS-HIGHLAND FAIRVI	10,704.42
			WORK AUTH SVCS-DSP	2,824.99
			WORK AUTH SVCS-TR36340	311.12
			ELECTRIC METER CHRGS	3,404.00
Vendor Total		189,152.88		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,784,749.40		
FIRST AMERICAN TRUST, FSB				
			Remit to: SANTA ANA	CA
3/16/2011	110305	28,800.00		
			HAP LOAN: DENISE VERA	28,800.00
Vendor Total		28,800.00		
FYTD for FIRST AMERICAN TRUST, FSB		263,706.40		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			Remit to: LOS ANGELES	CA
3/14/2011	882299	35,492.42		
			LEGAL SERVICES	4,430.45
			LEGAL SERVICES	30,968.58
			LEGAL SERVICES	93.39
Vendor Total		35,492.42		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		200,384.70		
H & H GENERAL CONTRACTORS				
			Remit to: HIGHLAND	CA
3/7/2011	206749	313,144.02		
			MV UTIL. PROJ CONSTRUCT. SVCS	308,185.92
			MV UTIL. PROJ CONSTRUCT. SVCS	4,958.10
Vendor Total		313,144.02		
FYTD for H & H GENERAL CONTRACTORS		484,674.12		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HILLCREST CONTRACTING, INC				
			<u>Remit to:</u> CORONA	CA
3/7/2011	882231	194,969.11		
			RET. RELEASE-KITCHING ST PROJ	175,201.75
			RET. RELEASE-KITCHING ST PROJ	19,767.36
3/21/2011	882344	244,208.29		
			DAY ST IMPRVMENTS PROJ SVCS	244,208.29
Vendor Total		439,177.40		
FYTD for HILLCREST CONTRACTING, INC		3,042,707.40		
INTERNAL REVENUE SERVICE				
			<u>Remit to:</u>	
3/11/2011	2819	145,907.58		
			FED INCOME TAX W/H 3/11/11	145,907.58
3/25/2011	2827	145,118.19		
			FED INCOME TAX W/H 3/25/11	145,118.19
Vendor Total		291,025.77		
FYTD for INTERNAL REVENUE SERVICE		2,646,149.70		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET	CA
3/21/2011	207002	50,954.80		
			ELECTRICITY	131.61
			ELECTRICITY	875.39
			ELECTRICITY	237.10
			ELECTRICITY	1,756.34
			ELECTRICITY	8,865.36
			ELECTRICITY	9,118.83
			ELECTRICITY	2,415.95
			ELECTRICITY	4,039.85
			ELECTRICITY	828.22
			ELECTRICITY	1,507.51
			ELECTRICITY	12,103.03
			ELECTRICITY	7,025.60
			ELECTRICITY	194.79
			ELECTRICITY	125.61
			ELECTRICITY	81.52
			ELECTRICITY	61.14
			ELECTRICITY	61.14
			ELECTRICITY	119.87
			ELECTRICITY	63.04
			ELECTRICITY	1,342.90
Vendor Total		50,954.80		
FYTD for MORENO VALLEY UTILITY		628,899.74		
MV RANCHO DORADO II LTD. PARTNERSHIP				
			<u>Remit to:</u> PALM DESERT	CA
3/15/2011	110304	2,750,000.00		
			AFF. HOUSING AGRMNT-NORTH PROJ	2,750,000.00
Vendor Total		2,750,000.00		
FYTD for MV RANCHO DORADO II LTD. PARTNERSHIP		2,750,000.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NOBLE AMERICAS ENERGY SOLUTIONS				
3/28/2011	207122	98,246.66	Remit to: PASADENA CA ENERGY SERVICE CHARGES	98,246.66
Vendor Total		98,246.66		
FYTD for NOBLE AMERICAS ENERGY SOLUTIONS		163,154.66		
PACIFIC WINGS, INC				
3/24/2011	110313	107,841.00	Remit to: SAN JUAN CAPISTRANO CA PAYMNT PER PARTICPTN AGRMNT	107,841.00
Vendor Total		107,841.00		
FYTD for PACIFIC WINGS, INC		107,841.00		
PARSONS TRANSPORTATION GROUP, INC.				
3/28/2011	207123	27,450.35	Remit to: IRVINE CA SR-60/MOR BCH DR INTRCHNG PROJ	27,450.35
Vendor Total		27,450.35		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		490,916.94		
PB AMERICAS, INC.				
3/14/2011	206876	33,617.99	Remit to: SAN BERNARDINO CA SR-60/NASON ST INTRCHNG PROJ	33,617.99
Vendor Total		33,617.99		
FYTD for PB AMERICAS, INC.		51,183.73		
PERS HEALTH INSURANCE				
3/8/2011	110302	214,352.44	Remit to: SACRAMENTO CA EMPLOYEE HEALTH INS 3/8/11	214,352.44
Vendor Total		214,352.44		
FYTD for PERS HEALTH INSURANCE		1,816,520.26		
PERS RETIREMENT				
3/4/2011	2813	206,005.06	Remit to: SACRAMENTO CA PERS RETIREMENT 3/4/11	206,005.06
3/18/2011	2821	203,270.23	PERS RETIREMENT 3/18/11	203,270.23
Vendor Total		409,275.29		
FYTD for PERS RETIREMENT		3,787,514.78		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PITASSI ARCHITECTS, INC				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
3/7/2011	882256	32,685.95		
			CORPORATE YARD SEWER LINE PROJ	31,435.95
			CORPORATE YARD FACILITY PROJ	1,250.00
	Vendor Total	32,685.95		
FYTD for PITASSI ARCHITECTS, INC		168,460.66		
PRICE FAMILY CHARITABLE TRUST				
			<u>Remit to:</u> LA JOLLA CA	
3/21/2011	207011	112,133.50		
			REIMBURSE SPCL TAX	112,133.50
	Vendor Total	112,133.50		
FYTD for PRICE FAMILY CHARITABLE TRUST		298,729.50		
RIVERSIDE CONSTRUCTION COMPANY, INC				
			<u>Remit to:</u> RIVERSIDE CA	
3/14/2011	882318	281,837.70		
			IRONWD AVE ST/STORM DRAIN PROJ	193,537.94
			IRONWD AVE ST/STORM DRAIN PROJ	69,106.61
			IRONWD AVE ST/STORM DRAIN PROJ	19,193.15
3/28/2011	882388	212,911.20		
			IRONWD AVE/DAY ST-BARCLAY PROJ	212,911.20
	Vendor Total	494,748.90		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		2,259,475.70		
SHELL ENERGY NORTH AMERICA (US) L.P.				
			<u>Remit to:</u> PHILADELPHIA PA	
3/7/2011	206796	470,489.60		
			ELECTRIC ENERGY PURCHASE	470,489.60
3/21/2011	207031	448,560.00		
			ELECTRIC ENERGY PURCHASE	448,560.00
	Vendor Total	919,049.60		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		5,035,879.60		
SOCO GROUP, INC				
			<u>Remit to:</u> PERRIS CA	
3/28/2011	882389	42,918.66		
			FUEL PURCHASE	6,652.63
			FUEL PURCHASE	7,143.84
			FUEL PURCHASE	825.80
			FUEL PURCHASE	7,691.93
			FUEL PURCHASE	3,208.94
			FUEL PURCHASE	8,526.52
			FUEL PURCHASE	8,869.00
	Vendor Total	42,918.66		
FYTD for SOCO GROUP, INC		244,059.54		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
			Remit to: ROSEMEAD	CA
3/7/2011	206801	28,600.76		
			WDAT CHARGES-SUBSTATION	10,447.31
			WDAT CHARGES-FREDERICK	2,036.70
			WDAT CHARGES-GLOBE	7,116.57
			WDAT CHARGES-GRAHAM	3,727.65
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-NANDINA	2,647.31
3/21/2011	207036	149,804.72		
			ELECTRICITY	562.47
			ELECTRICITY	270.99
			ELECTRICITY	789.16
			ELECTRICITY	952.64
			ELECTRICITY	180.36
			ELECTRICITY	2,047.84
			ELECTRICITY	695.81
			ELECTRICITY	733.13
			ELECTRICITY	2,813.79
			ELECTRICITY	1,101.53
			ELECTRICITY	1,261.91
			ELECTRICITY	21.84
			ELECTRICITY	95,834.61
			ELECTRICITY	36,924.85
			ELECTRICITY	5,338.21
			ELECTRICITY	43.68
			ELECTRICITY	46.07
			ELECTRICITY	25.03
			ELECTRICITY	70.12
			ELECTRICITY	90.68
3/28/2011	207145	1,281,000.00		
			RELOCATION OF SCE FACILITIES	588,138.78
			RELOCATION OF SCE FACILITIES	609,842.60
			RELOCATION OF SCE FACILITIES	83,018.62
Vendor Total		1,459,405.48		
FYTD for SOUTHERN CALIFORNIA EDISON		3,487,715.39		
SOUTHERN CALIFORNIA EDISON CO.				
			Remit to: ROMOLAND	CA
3/28/2011	207146	49,932.38		
			60/NASON ST LINE EXT. WORK	49,932.38
Vendor Total		49,932.38		
FYTD for SOUTHERN CALIFORNIA EDISON CO.		107,052.55		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANDARD INSURANCE CO				
			Remit to: PORTLAND	OR
3/7/2011	206804	30,235.28		
			LIFE & DISABILITY INSURANCE	11,790.25
			LIFE & DISABILITY INSURANCE	18,388.34
			LIFE & DISABILITY INSURANCE	56.69
Vendor Total		30,235.28		
FYTD for STANDARD INSURANCE CO		292,159.98		
STEWART TITLE OF CALIFORNIA				
			Remit to: IRVINE	CA
3/22/2011	110307	26,467.00		
			ACQ & ESCROW-11856 PERRIS BLVD	26,467.00
3/22/2011	110312	263,997.00		
			ACQ & ESCROW-14980 PERRIS BLVD	263,997.00
Vendor Total		290,464.00		
FYTD for STEWART TITLE OF CALIFORNIA		720,019.56		
TCM GROUP				
			Remit to: FONTANA	CA
3/14/2011	882323	39,399.32		
			SR-60/NASON ST INTRCHNG PROJ	8,175.31
			SR-60/NASON ST INTRCHNG PROJ	11,036.78
			SR-60/NASON ST INTRCHNG PROJ	9,174.13
			SR-60/NASON ST INTRCHNG PROJ	11,013.10
Vendor Total		39,399.32		
FYTD for TCM GROUP		71,294.63		
U.S. BANK/CALCARDS				
			Remit to: ST. LOUIS	MO
3/3/2011	110303	85,933.11		
			CALCARD PYMT CYCLE END 02/22/11	85,933.11
3/22/2011	110306	69,263.05		
			CALCARD PYMT CYCLE END 03/7/11	69,263.05
3/31/2011	110314	105,260.64		
			CALCARD PYMT CYCLE END 3/22/11	105,260.64
Vendor Total		260,456.80		
FYTD for U.S. BANK/CALCARDS		1,553,585.61		
UNITED CONTRACTORS COMPANY INC.				
			Remit to: ANAHEIM	CA
3/7/2011	882276	50,000.00		
			FINAL RETENT. RELEASE-EOC PROJ	50,000.00
Vendor Total		50,000.00		
FYTD for UNITED CONTRACTORS COMPANY INC.		1,111,053.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WASTE MANAGEMENT				
			Remit to: CORONA	CA
3/7/2011	206819	697,427.54		
			SOLID WASTE DELINQ LESS FEES	794,538.41
			SOLID WASTE DELINQ LESS FEES	-97,110.87
	Vendor Total	697,427.54		
FYTD for WASTE MANAGEMENT		884,253.84		
	Subtotal	9,703,245.88		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
4TH AIR FORCE FUND				
			Remit to: MARCH ARB	CA
3/3/2011	206710	90.00		
			3/11/11 CRABTREE DINNER	45.00
			3/11/11 CRABTREE DINNER	45.00
	Vendor Total	90.00		
FYTD for 4TH AIR FORCE FUND		90.00		
A & I REPROGRAPHICS 2406362				
			Remit to: ONTARIO	CA
3/14/2011	206825	567.11		
			RPRGRPHCS-SR60/NASON INTRCHNG	567.11
	Vendor Total	567.11		
FYTD for A & I REPROGRAPHICS 2406362		24,564.45		
A S T FIRE PROTECTION COMPANY				
			Remit to: BROOKLYN PARK	MN
3/21/2011	206907	57.00		
			REFUND-BUS LIC OVRPMT	57.00
	Vendor Total	57.00		
FYTD for A S T FIRE PROTECTION COMPANY		57.00		
ABRASIVE BLASTING SERVICE				
			Remit to: RIVERSIDE	CA
3/21/2011	206908	25.00		
			REFUND-BUS LIC OVRPMT	25.00
3/31/2011	207179	14,330.00		
			SANDBLASTING FOR STRIPE REMVL	11,950.00
			SANDBLASTING FOR STRIPE REMVL	2,380.00
	Vendor Total	14,355.00		
FYTD for ABRASIVE BLASTING SERVICE		14,355.00		
ACCOUNTEMPS				
			Remit to: SAN FRANCISCO	CA
3/14/2011	206826	4,429.62		
			TEMP SVCS-V ARGUTA W/E 2/11/11	2,214.81
			TEMP SVCS-V ARGUTA W/E 2/18/11	2,214.81
3/21/2011	206909	1,661.11		
			TEMP SVCS-V ARGUTA W/E 2/25	1,661.11
3/28/2011	207068	2,225.74		
			TEMP SVCS-V ARGUTA W/E 3/4/11	1,453.76
			TEMP SVCS-V ARGUTA W/E 3/4/11	771.98
	Vendor Total	8,316.47		
FYTD for ACCOUNTEMPS		27,312.62		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADAMS, MARK L.				
			<u>Remit to:</u> REDLANDS CA	
3/7/2011	882205	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		2,868.57		
ADLERHORST INTERNATIONAL INC.				
			<u>Remit to:</u> RIVERSIDE CA	
3/14/2011	882284	283.34	K-9 TRAINING-PD	283.34
Vendor Total		283.34		
FYTD for ADLERHORST INTERNATIONAL INC.		19,460.75		
ADMINSURE				
			<u>Remit to:</u> DIAMOND BAR CA	
3/21/2011	206910	2,600.00	WRKMNS COMP ADMIN SVCS	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		23,400.00		
ADVANCED ELECTRIC				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	206911	745.00	LIFT FOR LAMP RETROFIT-FS #6	166.00
			LIFT FOR LAMP RETROFIT-FS #48	167.00
			LIFT FOR LAMP RETROFIT-FS #65	167.00
			LAMPS DISPOSAL-FS #48	58.00
			LAMPS DISPOSAL-FS #65	58.00
			LAMPS DISPOSAL-SENIOR CTR	129.00
3/28/2011	207069	2,500.00	LABOR TO RETROFIT LAMPS-LIBRAR	2,200.00
			LABOR TO RETROFIT LAMPS-C HALL	300.00
Vendor Total		3,245.00		
FYTD for ADVANCED ELECTRIC		69,504.60		
ADVANTAGE BUSINESS EQUIPMENT, INC				
			<u>Remit to:</u> SAN DIEGO CA	
3/14/2011	882285	545.30	SVC CONTRACT-CHECK SIGNER	405.30
			SVC CONTRACT-ARCHIVAL SFTWR	140.00
Vendor Total		545.30		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		1,567.50		
AGUILAR, OSCAR				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	206711	95.00	REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
Vendor Total		95.00		
FYTD for AGUILAR, OSCAR		95.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AHLERS, ROSCEAL				
			Remit to: HEMET	CA
3/21/2011	206912	228.00		
			INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		228.00		
FYTD for AHLERS, ROSCEAL		1,026.00		
AIR CLEANING SYSTEMS INC.				
			Remit to: POMONA	CA
3/14/2011	882286	507.11		
			FIRE PLYMOVENT MAINT-LABOR	170.00
			FIRE PLYMOVENT MAINT-PARTS	45.21
			FIRE PLYMOVENT MAINT-PARTS	291.90
Vendor Total		507.11		
FYTD for AIR CLEANING SYSTEMS INC.		4,355.71		
ALL TRAFFIC SOLUTIONS				
			Remit to: STATE COLLEGE	PA
3/21/2011	206913	9,882.08		
			INSTALERT MESSAGE DISPLAY-PD	7,000.00
			BLUETOOTH MGT-PD	400.00
			HITCH MOUNT-PD	350.00
			POWERCASE-PD	595.00
			PDA WITH SOFTWARE-PD	425.00
			CARRYING CASE-PD	225.00
			SHIPPING-PD	100.00
			SALES TAX-PD	787.08
Vendor Total		9,882.08		
FYTD for ALL TRAFFIC SOLUTIONS		9,882.08		
ALLIANZ LIFE INSURANCE CO				
			Remit to: NEWARK	NJ
3/14/2011	206828	75.00		
			NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		675.00		
ALTA DENA CERTIFIED DAIRY, LLC				
			Remit to: CITY OF INDUSTRY	CA
3/21/2011	206914	27.71		
			REFUND-BUS LIC OVRPMT	27.71
Vendor Total		27.71		
FYTD for ALTA DENA CERTIFIED DAIRY, LLC		27.71		
AMERICAN FORENSIC NURSES				
			Remit to: PALM SPRINGS	CA
3/14/2011	882287	1,109.16		
			BLOOD DRAWS-PD	1,109.16
Vendor Total		1,109.16		
FYTD for AMERICAN FORENSIC NURSES		21,741.02		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMERICAN TOWERS				
			Remit to: CHARLOTTE	NC
3/7/2011	206712	2,573.48		
			LEASE AGREEMENT	2,573.48
Vendor Total		2,573.48		
FYTD for AMERICAN TOWERS		15,440.88		
AMTECH ELEVATOR SERVICES				
			Remit to: ANAHEIM	CA
3/14/2011	206829	121.92		
			ELEVATOR SVC-CITY HALL	121.92
3/21/2011	206915	106.73		
			REFUND-BUS LIC OVRPMT	106.73
Vendor Total		228.65		
FYTD for AMTECH ELEVATOR SERVICES		1,622.26		
ANDREWS-BAKER, SUE				
			Remit to: BEAUMONT	CA
3/28/2011	207070	75.00		
			INSTRUCTOR SVCS-CPR/1ST AID	75.00
Vendor Total		75.00		
FYTD for ANDREWS-BAKER, SUE		450.00		
ANIMAL EMERGENCY CLINIC, INC.				
			Remit to: GRAND TERRACE	CA
3/28/2011	882368	280.00		
			EMERGENCY VET SVCS-ANML SHLTR	75.00
			EMERGENCY VET SVCS-ANML SHLTR	55.00
			EMERGENCY VET SVCS-ANML SHLTR	75.00
			EMERGENCY VET SVCS-ANML SHLTR	75.00
Vendor Total		280.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		2,190.00		
ANIMAL HEALTH AND SANITARY SUPPLY				
			Remit to: RIVERSIDE	CA
3/14/2011	206830	171.01		
			CLEANING SOLUTIONS-ANML SHLTR	171.01
Vendor Total		171.01		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		954.15		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL PEST MANAGEMENT SERVICES, INC.				
			Remit to: CHINO	CA
3/28/2011	207071	1,790.00		
			PEST CNTRL SVC-PARKS	665.00
			PEST CNTRL SVC-PARKS	255.00
			PEST CNTRL SVC-MARB/EQSTRN CTR	330.00
			PEST CNTRL SVC-PAL	100.00
			PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF COURSE	180.00
			PEST CNTRL SVC-STARS BLDG	100.00
Vendor Total		1,790.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		16,110.00		
ARCHIVE MANAGEMENT SERVICE				
			Remit to: RIVERSIDE	CA
3/21/2011	882328	1,354.21		
			OFF-SITE STORAGE-CITY CLERKS	1,354.21
Vendor Total		1,354.21		
FYTD for ARCHIVE MANAGEMENT SERVICE		12,526.18		
ARROWHEAD WATER				
			Remit to: COLTON	CA
3/14/2011	206831	150.00		
			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
			WATER PURIF RNTL-EOC	25.00
3/21/2011	206916	25.00		
			WATER PURIF RNTL-STARS	25.00
3/28/2011	207072	387.57		
			WATER PURIF RNTL-ANML SHLTR	46.79
			WATER PURIF RNTL-CITY HALL	125.01
			WATER PURIF RNTL-CITY YARD	25.00
			WATER PURIF RNTL-TRFC TRLR	25.00
			WATER PURIF RNTL-LIBRARY	25.00
			WATER PURIF RNTL-FS #6	25.00
			WATER PURIF RNTL-FS #48	25.00
			WATER PURIF RNTL-FS #2	25.00
			WATER PURIF RNTL-FS #58	15.77
			WATER PURIF RNTL-FS #91	25.00
			WATER PURIF RNTL-FS #65	25.00
Vendor Total		562.57		
FYTD for ARROWHEAD WATER		5,365.41		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ASG FACILITY				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206832	308.00		
			INSTRUCTOR SVCS-JIU JITSU	68.00
			INSTRUCTOR SVCS-BOXING YTH	180.00
			INSTRUCTOR SVCS-BOXING TEEN	60.00
3/28/2011	207073	120.00		
			INSTRUCTOR SVCS-BOXING YTH	60.00
			INSTRUCTOR SVCS-BOXING TEEN	60.00
Vendor Total		428.00		
FYTD for ASG FACILITY		2,689.60		
ASHIKA SHOES				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206917	42.81		
			REFUND-BUS LIC OVRPMT	42.81
Vendor Total		42.81		
FYTD for ASHIKA SHOES		42.81		
ASSOCIATED ENGINEERS, INC.				
			<u>Remit to:</u> LOS ANGELES CA	
3/28/2011	207074	19,575.95		
			HEACOCK ST WIDENING PROJ	19,575.95
Vendor Total		19,575.95		
FYTD for ASSOCIATED ENGINEERS, INC.		19,575.95		
ASSOCIATED FOREIGN EXCHANGE, INC				
			<u>Remit to:</u> CERRITOS CA	
3/21/2011	206918	89.65		
			REFUND-BUS LIC OVRPMT	89.65
Vendor Total		89.65		
FYTD for ASSOCIATED FOREIGN EXCHANGE, INC		89.65		
ASSOCIATION'S EQUITY MANAGEMENT, INC				
			<u>Remit to:</u> TEMECULA CA	
3/21/2011	206919	31.42		
			REFUND-BUS LIC OVRPMT	31.42
Vendor Total		31.42		
FYTD for ASSOCIATION'S EQUITY MANAGEMENT, INC		31.42		
AYALA, NANNERL A.				
			<u>Remit to:</u> RIVERSIDE CA	
3/28/2011	207075	24.48		
			REIMB-MSA TRAINING	24.48
Vendor Total		24.48		
FYTD for AYALA, NANNERL A.		509.94		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AYARS, MARGARET E.				
			Remit to: YUCAIPA	CA
3/7/2011	882206	956.19	RETIREE MED JAN - MAR '11	956.19
Vendor Total		956.19		
FYTD for AYARS, MARGARET E.		3,187.30		
B G Z CONSTRUCTION				
			Remit to: MORENO VALLEY	CA
3/7/2011	206713	20.00	REFUND-BUS LIC OVRPMT	20.00
Vendor Total		20.00		
FYTD for B G Z CONSTRUCTION		20.00		
BACHER, GRACE				
			Remit to: HEMET	CA
3/7/2011	206714	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		2,789.79		
BALLARD, TYRA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206920	80.00	REFUND-PICNIC SHLTR FEE	80.00
Vendor Total		80.00		
FYTD for BALLARD, TYRA		80.00		
BANK OF AMERICA, N.A.				
			Remit to: CHARLOTTE	NC
3/21/2011	206921	200.00	REFUND-FALSE ALARM FEE	200.00
Vendor Total		200.00		
FYTD for BANK OF AMERICA, N.A.		260.00		
BARNES, DARLENE				
			Remit to: CHERRY VALLEY	CA
3/1/2011	882203	110.82	JUNE'09 RETIREE MED BENEFIT	110.82
3/7/2011	882207	119.73	RETIREE MED FEB '11, PD MAR'11	119.73
Vendor Total		230.55		
FYTD for BARNES, DARLENE		1,266.28		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BARWINSKI, CHRISTOPHER				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206922	140.00		
			SPORTS OFFICIATING SVCS	70.00
			SPORTS OFFICIATING SVCS	70.00
3/28/2011	207171	70.00		
			SPORTS OFFICIATING SVCS	2.50
			SPORTS OFFICIATING SVCS	67.50
Vendor Total		210.00		
FYTD for BARWINSKI, CHRISTOPHER		1,067.50		
BASIC BACKFLOW				
			<u>Remit to:</u> SAN BERNARDINO CA	
3/21/2011	882329	649.10		
			BACKFLOW TESTING-PARKS	541.90
			BACKFLOW TESTING-PARKS	107.20
Vendor Total		649.10		
FYTD for BASIC BACKFLOW		2,281.66		
BAST, DOUGLAS				
			<u>Remit to:</u> MENIFEE CA	
3/28/2011	207076	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for BAST, DOUGLAS		75.00		
BATTERY SOLUTIONS				
			<u>Remit to:</u> MESA AZ	
3/21/2011	207067	59.00		
			BATTERY RECYCLING	59.00
Vendor Total		59.00		
FYTD for BATTERY SOLUTIONS		118.00		
BAYER APPRAISALS				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206923	650.00		
			APPRAISAL SERVICES-NSP	650.00
Vendor Total		650.00		
FYTD for BAYER APPRAISALS		2,150.00		
BECK, BRIAN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206924	47.00		
			REFUND-PIANO CLASS	47.00
Vendor Total		47.00		
FYTD for BECK, BRIAN		97.36		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BENESYST, INC.				
			Remit to: MINNEAPOLIS	MN
3/21/2011	206925	205.00		
			COBRA ADMIN SVCS-HR	205.00
Vendor Total		205.00		
FYTD for BENESYST, INC.		5,097.80		
BENJAMINS, SUMIRA				
			Remit to: MENIFEE	CA
3/28/2011	207077	40.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		40.00		
FYTD for BENJAMINS, SUMIRA		40.00		
BEST IMPRESSIONS				
			Remit to: MORENO VALLEY	CA
3/21/2011	206926	20.47		
			REFUND-BUS LIC OVRPMT	20.47
Vendor Total		20.47		
FYTD for BEST IMPRESSIONS		20.47		
BEST INFRARED SERVICES, INC.				
			Remit to: ONTARIO	CA
3/21/2011	206927	600.00		
			INSPECTION AT EOC FOR MOISTURE	600.00
Vendor Total		600.00		
FYTD for BEST INFRARED SERVICES, INC.		600.00		
BIO-TOX LABORATORIES				
			Remit to: RIVERSIDE	CA
3/21/2011	206928	5,552.67		
			TOXICOLOGY TESTING-PD	929.77
			TOXICOLOGY TESTING-PD	4,622.90
Vendor Total		5,552.67		
FYTD for BIO-TOX LABORATORIES		49,927.36		
BLAIR, CHERYL				
			Remit to: RIVERSIDE	CA
3/21/2011	206929	216.00		
			INSTRUCTOR SVCS-BELLY DANCING	189.00
			INSTRUCTOR SVCS-BELLY DANCING	27.00
Vendor Total		216.00		
FYTD for BLAIR, CHERYL		1,890.00		
BOBO II, FELIX				
			Remit to: MORENO VALLEY	CA
3/28/2011	207078	89.76		
			MILEAGE REIMBURSEMENT	89.76
Vendor Total		89.76		
FYTD for BOBO II, FELIX		997.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BOSE, TIFFANY				
			Remit to: CORONA	CA
3/7/2011	206715	41.31		
			MILEAGE REIMBURSEMENT	41.31
Vendor Total		41.31		
FYTD for BOSE, TIFFANY		94.86		
BRAY, JR., LYLE DEAN				
			Remit to: CORONA	CA
3/21/2011	206930	342.00		
			INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		342.00		
FYTD for BRAY, JR., LYLE DEAN		608.00		
BREITKREUZ, THOMAS F.				
			Remit to: REDLANDS	CA
3/7/2011	206716	747.11		
			RETIREE MED OCT '10 - JAN '11	747.11
Vendor Total		747.11		
FYTD for BREITKREUZ, THOMAS F.		1,717.07		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				
			Remit to: WILLIAMSPORT	PA
3/14/2011	882288	1,037.81		
			MISC BOOKS-LIBRARY	29.37
			MISC BOOKS-LIBRARY	38.75
			MISC BOOKS-LIBRARY	68.11
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	62.54
			MISC BOOKS-LIBRARY	38.65
			MISC BOOKS-LIBRARY	75.30
			MISC BOOKS-LIBRARY	24.29
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	41.37
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	262.94
			MISC BOOKS-LIBRARY	24.41
			MISC BOOKS-LIBRARY	75.82
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	49.71
3/21/2011	882332	1,555.62		
			MISC BOOKS-LIBRARY	233.90
			MISC BOOKS-LIBRARY	48.79
			MISC BOOKS-LIBRARY	394.62
			MISC BOOKS-LIBRARY	20.75
			MISC BOOKS-LIBRARY	43.74
			MISC BOOKS-LIBRARY	42.78
			MISC BOOKS-LIBRARY	27.42
			MISC BOOKS-LIBRARY	247.89
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	310.57
			MISC BOOKS-LIBRARY	36.57
			MISC BOOKS-LIBRARY	75.27
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	29.37
3/28/2011	882370	445.22		
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	75.88
			MISC BOOKS-LIBRARY	302.78
			MISC BOOKS-LIBRARY	23.19
Vendor Total		3,038.65		
FYTD for BRODART CO.		31,671.22		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUCKINGHAM, STAN				
			Remit to: TEMECULA	CA
3/7/2011	206717	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		2,868.57		
BURKE, WILLIAMS & SORENSEN, LLP.				
			Remit to: LOS ANGELES	CA
3/7/2011	882208	3,181.40	LEGAL SERVICES-HR	2,128.04
			LEGAL SERVICES-HR	1,053.36
Vendor Total		3,181.40		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		44,852.90		
BWI - BOOK WHOLESALERS, INC.				
			Remit to: MCHENRY	IL
3/14/2011	206833	41.66	MISC BOOKS-LIBRARY	13.08
			MISC BOOKS-LIBRARY	28.58
3/21/2011	206931	15.09	MISC BOOKS-LIBRARY	15.09
Vendor Total		56.75		
FYTD for BWI - BOOK WHOLESALERS, INC.		16,498.57		
C H J INC.				
			Remit to: COLTON	CA
3/7/2011	206718	45.72	REFUND-BUS LIC OVRPMT	45.72
Vendor Total		45.72		
FYTD for C H J INC.		45.72		
CAIN, GREGORY				
			Remit to: TAMPA	FL
3/7/2011	882209	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		2,868.57		
CALDERON, ROSA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206932	47.00	REFUND-PIANO CLASS	13.00
			REFUND-PIANO CLASS	34.00
3/28/2011	207079	27.20	REFUND-BALLFIELD RNTL FEE	27.20
Vendor Total		74.20		
FYTD for CALDERON, ROSA		74.20		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA DELTA MECHANICAL, INC.				
			Remit to: MEZA	AZ
3/21/2011	206933	60.00		
			REFUND-PERMIT FEE	60.00
Vendor Total		60.00		
FYTD for CALIFORNIA DELTA MECHANICAL, INC.		60.00		
CALIFORNIA FACILITY SPECIALTIES				
			Remit to: SAN DIMAS	CA
3/21/2011	206934	3,018.00		
			GYM EQUIP REPAIRS-CRC	3,018.00
Vendor Total		3,018.00		
FYTD for CALIFORNIA FACILITY SPECIALTIES		3,018.00		
CALIFORNIA REDEVELOPMENT ASSOCIATION				
			Remit to: SACRAMENTO	CA
3/21/2011	206935	5,000.00		
			LEGAL DEF FUND ASSESSMENT	5,000.00
Vendor Total		5,000.00		
FYTD for CALIFORNIA REDEVELOPMENT ASSOCIATION		17,400.00		
CALIFORNIA TRANSCRIPTION, LLC				
			Remit to: RIVERSIDE	CA
3/28/2011	882371	263.07		
			TRANSCRIPTION SVCS-PLANNING	263.07
Vendor Total		263.07		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		642.57		
CALIFORNIA WATERSHED ENGINEERING CORP.				
			Remit to: ANAHEIM	CA
3/28/2011	882372	1,949.50		
			CONSULTING SVCS-WQMP	1,725.31
			CONSULTING SVCS-WQMP	224.19
Vendor Total		1,949.50		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.		7,876.50		
CALLISTER, KEVIN				
			Remit to: MORENO VALLEY	CA
3/28/2011	207080	41.82		
			MILEAGE REIMBURSEMENT	41.82
Vendor Total		41.82		
FYTD for CALLISTER, KEVIN		70.07		
CANNON, ANA M.				
			Remit to: HASLET	TX
3/7/2011	882210	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		2,694.02		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CANON BUSINESS SOLUTIONS, INC.				
			Remit to: BURLINGTON	NJ
3/21/2011	882333	2,002.20	COPIER SERVICE-STARS	2,002.20
Vendor Total		2,002.20		
FYTD for CANON BUSINESS SOLUTIONS, INC.		28,252.87		
CANON FINANCIAL SERVICES, INC.				
			Remit to: CHICAGO	IL
3/7/2011	206719	7,590.68	COPIERS-LEASE	7,059.29
			COPIERS-LEASE SALES TAX	531.39
Vendor Total		7,590.68		
FYTD for CANON FINANCIAL SERVICES, INC.		68,316.12		
CARBONE, GABRIELA				
			Remit to: MORENO VALLEY	CA
3/14/2011	206834	462.00	INSTRUCTOR SVCS-FOLKLORIC DANC	60.00
			INSTRUCTOR SVCS-FOLKLORIC DANC	204.00
			INSTRUCTOR SVCS-FOLKLORIC DANC	186.00
			INSTRUCTOR SVCS-FOLKLORIC DANC	10.00
			INSTRUCTOR SVCS-FOLKLORIC DANC	2.00
Vendor Total		462.00		
FYTD for CARBONE, GABRIELA		1,230.00		
CARTER, KEIYANA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206936	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for CARTER, KEIYANA		75.00		
CARTER, ROSALYN				
			Remit to: MORENO VALLEY	CA
3/7/2011	882211	318.73	RETIREE MED FEB '11, PD MAR'11	318.73
Vendor Total		318.73		
FYTD for CARTER, ROSALYN		2,962.64		
CASA FOR RIVERSIDE COUNTY, INC.				
			Remit to: INDIO	CA
3/14/2011	882289	1,012.47	CDBG SVCS-SPCL ADVOCATES PRGM	395.61
			CDBG SVCS-SPCL ADVOCATES PRGM	616.86
Vendor Total		1,012.47		
FYTD for CASA FOR RIVERSIDE COUNTY, INC.		2,982.36		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CASSEL, MARY ANN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/28/2011	207081	75.00		
			INSTRUCTOR SVCS-CPR/1ST AID	75.00
Vendor Total		75.00		
FYTD for CASSEL, MARY ANN		375.00		
CASTRO, VERNITA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	206720	60.00		
			REFUND-RNTL CLEANING FEE	60.00
Vendor Total		60.00		
FYTD for CASTRO, VERNITA		260.00		
CAVENAUGH & ASSOCIATES				
			<u>Remit to:</u> YREKA CA	
3/7/2011	882212	499.00		
			D.U.I. SEMINAR MAR 14-18, 2011	499.00
Vendor Total		499.00		
FYTD for CAVENAUGH & ASSOCIATES		998.00		
CEBALLOS, NENITA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206835	200.00		
			REFUND-RNTL DEP 2/19/11	200.00
Vendor Total		200.00		
FYTD for CEBALLOS, NENITA		200.00		
CEMEX				
			<u>Remit to:</u> ONTARIO CA	
3/28/2011	207082	1,142.20		
			CEMENT PURCHASE	284.92
			CEMENT PURCHASE	468.12
			CEMENT PURCHASE	389.16
Vendor Total		1,142.20		
FYTD for CEMEX		6,840.04		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	206937	483.00		
			PRE-EMPLOYMENT PHYSICALS	192.00
			PRE-EMPLOYMENT PHYSICALS	203.00
			PRE-EMPLOYMENT PHYSICALS	45.00
			PRE-EMPLOYMENT PHYSICALS	25.00
			PRE-EMPLOYMENT PHYSICALS	18.00
Vendor Total		483.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS		8,587.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHANDLER ASSET MANAGEMENT, INC				
3/21/2011	882334	8,829.00	Remit to: SAN DIEGO CA INVESTMENT MGT SVCS	8,829.00
Vendor Total		8,829.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		79,311.00		
CHAPMAN, STEVE				
3/7/2011	206721	318.73	Remit to: REDLANDS CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		2,868.57		
CHAPPELL, ISAAC				
3/7/2011	882213	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		2,868.57		
CHECKPOINT SYSTEMS, INC				
3/7/2011	206722	30.28	Remit to: CHANHASSEN MN REFUND-BUS LIC OVRPMT	30.28
Vendor Total		30.28		
FYTD for CHECKPOINT SYSTEMS, INC		30.28		
CHERRY VALLEY FEED				
3/14/2011	206836	163.10	Remit to: CHERRY VALLEY CA MISC FOOD-PD K9 LEX	163.10
Vendor Total		163.10		
FYTD for CHERRY VALLEY FEED		939.40		
CHINESE GOURMET				
3/21/2011	206938	77.05	Remit to: RANCHO PALOS VERDE CA REFUND-BUS LIC OVRPMT	77.05
Vendor Total		77.05		
FYTD for CHINESE GOURMET		77.05		
CHOCK, LISA				
3/21/2011	206939	421.00	Remit to: ROWLAND HEIGHTS CA REFUND-ADMIN CITATION	421.00
Vendor Total		421.00		
FYTD for CHOCK, LISA		421.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHRIS FOLSOM INSURANCE AGENCY				
3/7/2011	206723	58.50	Remit to: RIVERSIDE CA REFUND-BUS LIC OVRPMT	58.50
Vendor Total		58.50		
FYTD for CHRIS FOLSOM INSURANCE AGENCY		58.50		
CHRISTIAN, OWEN				
3/7/2011	882214	229.88	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	229.88
Vendor Total		229.88		
FYTD for CHRISTIAN, OWEN		1,856.82		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				
			Remit to: ONTARIO	CA
3/7/2011	206724	131.57		
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-FAC MAINT	16.70
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
3/14/2011	206837	80.63		
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
3/21/2011	206940	149.11		
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-TRFFC SGNL MA	12.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
			UNIFORM RNTL SVC-GOLF CRS STAF	5.63
			UNIFORM RNTL SVC-PARKS STAFF	50.19
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
			UNIFORM RNTL SVC-FAC MAINT	16.70
3/28/2011	207173	549.68		
			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	28.96
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-EQUIP MAINT	28.96
			UNIFORM RNTL SVC-EQUIP MAINT	13.36
			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	6.12
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			UNIFORM RNTL SVC-ST SWEEPER	6.12
			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	3.06
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-ST MAINT	54.18
			UNIFORM RNTL SVC-ST MAINT	54.78
			UNIFORM RNTL SVC-CONC MAINT	9.18



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
Vendor Total		910.99		
FYTD for CINTAS CORPORATION		9,312.44		
CINTAS DOCUMENT MANAGEMENT				
			<u>Remit to:</u> CINCINNATI	OH
3/7/2011	206725	20.00	ANNUAL DOCUMENT SHREDDING SVC	20.00
Vendor Total		20.00		
FYTD for CINTAS DOCUMENT MANAGEMENT		20.00		
CITY OF MORENO VALLEY VEBA TRUST				
			<u>Remit to:</u> MORENO VALLEY	CA
3/14/2011	882290	4,187.50		4,187.50
Vendor Total		4,187.50		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		37,062.50		
COLETTA, LEANN M.				
			<u>Remit to:</u> MENIFEE	CA
3/21/2011	206941	330.00	PER DIEM-WEBEOC CONFERENCE	330.00
Vendor Total		330.00		
FYTD for COLETTA, LEANN M.		897.00		
COMMUNITY ASSISTANCE PROGRAM - CAP				
			<u>Remit to:</u> MORENO VALLEY	CA
3/14/2011	882291	2,451.59	CDBG SVCS-FOOD DIST PRGM	2,451.59
Vendor Total		2,451.59		
FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP		21,008.54		
COMMUNITY HEALTH CHARITIES				
			<u>Remit to:</u> ANAHEIM	CA
3/14/2011	206838	186.31	CHC CONTRIBUTIONS	186.31
3/28/2011	207083	186.31	CHC CONTRIBUTIONS	186.31
Vendor Total		372.62		
FYTD for COMMUNITY HEALTH CHARITIES		5,438.44		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMPETITIVE STRIDE				
			Remit to: RIVERSIDE	CA
3/28/2011	207084	1,671.22	SPORTS AWARDS	1,671.22
Vendor Total		1,671.22		
FYTD for COMPETITIVE STRIDE		4,703.72		
CONTINUING EDUCATION OF THE BAR				
			Remit to: OAKLAND	CA
3/14/2011	206839	148.71	LEGAL PUBLICATIONS	148.71
3/28/2011	207085	174.92	LEGAL PUBLICATIONS	174.92
Vendor Total		323.63		
FYTD for CONTINUING EDUCATION OF THE BAR		1,310.27		
CORA, RUTH				
			Remit to: MORENO VALLEY	CA
3/14/2011	206840	820.10	REFUND-TRUST FUND REMAINING	820.10
Vendor Total		820.10		
FYTD for CORA, RUTH		820.10		
CORTEZ, IRMA				
			Remit to: MORENO VALLEY	CA
3/7/2011	206726	3.00	REFUND-HOMEAGAIN FEE	3.00
Vendor Total		3.00		
FYTD for CORTEZ, IRMA		3.00		
COSCO FIRE PROTECTION				
			Remit to: BREA	CA
3/7/2011	206727	33.87	REFUND-BUS LIC OVRPMT	33.87
Vendor Total		33.87		
FYTD for COSCO FIRE PROTECTION		33.87		
COSEY JR., JAMES				
			Remit to: MORENO VALLEY	CA
3/28/2011	207086	219.00	INSTRUCTOR SVCS-KARATE	33.00
			INSTRUCTOR SVCS-KARATE	132.00
			INSTRUCTOR SVCS-KARATE	54.00
Vendor Total		219.00		
FYTD for COSEY JR., JAMES		219.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				
			Remit to: MORENO VALLEY	CA
3/7/2011	206728	1,021.78	MISC SUPPLIES-CHILDS PLACE	902.41
			MISC SUPPLIES-SKATE PARK	119.37
3/14/2011	206841	207.18	MISC SUPPLIES-STARS	207.18
3/21/2011	206942	783.57	MISC SUPPLIES-STARS	96.37
			MISC SUPPLIES-STARS	140.33
			MISC SUPPLIES-STARS	51.12
			MISC SUPPLIES-STARS	114.21
			MISC SUPPLIES-STARS	12.78
			MISC SUPPLIES-STARS	205.15
			MISC SUPPLIES-STARS	163.61
3/28/2011	207087	1,101.85	MISC SUPPLIES-STARS	210.40
			MISC SUPPLIES-STARS	105.33
			MISC SUPPLIES-STARS	129.97
			MISC SUPPLIES-STARS	134.70
			MISC SUPPLIES-STARS	370.46
			MISC SUPPLIES-STARS	65.82
			MISC SUPPLIES-STARS	85.17
Vendor Total		3,114.38		
FYTD for COSTCO		39,762.79		
COUNSELING TEAM, THE				
			Remit to: SAN BERNARDINO	CA
3/21/2011	206943	1,250.00	EMP COUNSELING SVCS	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		13,750.00		
COUNTRY SQUIRE ESTATES				
			Remit to: ONTARIO	CA
3/28/2011	207088	49.46	REFUND-UT USER TAXES	49.46
Vendor Total		49.46		
FYTD for COUNTRY SQUIRE ESTATES		694.60		
COUNTY OF RIVERSIDE				
			Remit to: RIVERSIDE	CA
3/28/2011	207089	1,897.67	JANITORIAL SUPPLIES-POLICE	506.35
			JANITORIAL SUPPLIES-POLICE	122.59
			JANITORIAL SUPPLIES-POLICE	1,268.73
Vendor Total		1,897.67		
FYTD for COUNTY OF RIVERSIDE		3,629.47		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE - RMAP				
			Remit to: RIVERSIDE	CA
3/7/2011	206729	42.70	RECORDATION REQUESTS	42.70
3/28/2011	207090	22.00	RECORDATION REQUESTS	22.00
Vendor Total		64.70		
FYTD for COUNTY OF RIVERSIDE - RMAP		404.85		
COUNTY OF RIVERSIDE-TLMA-GIS				
			Remit to: RIVERSIDE	CA
3/7/2011	206730	61.87	TRFFC SGNL INSPECTION	61.87
Vendor Total		61.87		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		4,104.47		
COUNTY RESCUE				
			Remit to: FONTANA	CA
3/21/2011	206944	26.25	REFUND-BUS LIC OVRPMT	26.25
Vendor Total		26.25		
FYTD for COUNTY RESCUE		26.25		
COVENTRY PET RESORT				
			Remit to: REDLANDS	CA
3/14/2011	882292	113.28	MISC FOOD-PD K9	70.36
			MISC FOOD-PD K9	33.81
			MISC FOOD-PD K9	9.11
Vendor Total		113.28		
FYTD for COVENTRY PET RESORT		772.78		
CROWN FENCE CO				
			Remit to: SANTA FE SPRINGS	CA
3/7/2011	206731	99.33	REFUND-BUS LIC OVRPMT	99.33
Vendor Total		99.33		
FYTD for CROWN FENCE CO		99.33		
CUFF, STEPHANIE CERVANTES				
			Remit to: PERRIS	CA
3/28/2011	207091	20.91	REIMB-DIRECTORS MTG	20.91
Vendor Total		20.91		
FYTD for CUFF, STEPHANIE CERVANTES		20.91		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CURTIS, HEATHER				
			Remit to: MORENO VALLEY	CA
3/7/2011	206732	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CURTIS, HEATHER		20.00		
D & D SERVICES DBA D & D DISPOSAL, INC.				
			Remit to: VALENCIA	CA
3/21/2011	206945	745.00	DISPOSAL SVCS-ANML SHLTR	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		8,705.00		
D & S CONSTRUCTION				
			Remit to: MORENO VALLEY	CA
3/14/2011	206842	40.00	REFUND-BUS LIC OVRPMT	40.00
Vendor Total		40.00		
FYTD for D & S CONSTRUCTION		40.00		
D J'S FLOWERS & GIFT ITEMS				
			Remit to: MORENO VALLEY	CA
3/21/2011	206946	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for D J'S FLOWERS & GIFT ITEMS		57.00		
DACOLIAS, RAYMOND				
			Remit to: SAN JACINTO	CA
3/21/2011	206947	228.00	INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		228.00		
FYTD for DACOLIAS, RAYMOND		1,140.00		
DALE, KATHLEEN				
			Remit to: MORENO VALLEY	CA
3/7/2011	882215	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for DALE, KATHLEEN		2,849.73		
DANCING IMAGES DANCE COMPANY				
			Remit to: MORENO VALLEY	CA
3/14/2011	206843	90.00	REFUND-BUS LIC OVRPMT	90.00
Vendor Total		90.00		
FYTD for DANCING IMAGES DANCE COMPANY		90.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DANIEL, CHERYL				
			Remit to: MORENO VALLEY	CA
3/28/2011	207092	61.00	REFUND-SOCCER REGIST FEE	61.00
Vendor Total		61.00		
FYTD for DANIEL, CHERYL		61.00		
DATA TICKET, INC.				
			Remit to: NEWPORT BEACH	CA
3/7/2011	882216	261.50	CITATION PRCSSNG SVCS-BLDG/SFT	261.50
3/14/2011	882293	3,995.44	CITATION PRCSSNG-CODE CITATION PRCSSNG-PD	793.49 3,201.95
3/21/2011	882335	2,437.48	CITATION PRCSSNG-CODE CITATION PRCSSNG-CODE	1,221.63 1,215.85
Vendor Total		6,694.42		
FYTD for DATA TICKET, INC.		171,445.37		
DATAQUICK CORPORATE HEADQUARTERS				
			Remit to: SAN DIEGO	CA
3/21/2011	206948	130.50	ONLINE SUBSCRIPTION-POLICE	130.50
Vendor Total		130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		1,174.50		
DAVID EVANS & ASSOCIATES, INC.				
			Remit to: ONTARIO	CA
3/21/2011	206949	1,609.00	SUNNYMD BLVD REVIT PROJ SVCS	1,609.00
3/28/2011	207093	2,073.00	SUNNYMD BLVD REVIT PROJ SVCS	2,073.00
Vendor Total		3,682.00		
FYTD for DAVID EVANS & ASSOCIATES, INC.		15,305.85		
DAVID LANE APARTMENTS				
			Remit to: OXNARD	CA
3/7/2011	206733	23.17	REFUND-BUS LIC OVRPMT	23.17
Vendor Total		23.17		
FYTD for DAVID LANE APARTMENTS		23.17		
DE GUZMAN, ROSALLEE				
			Remit to: MORENO VALLEY	CA
3/21/2011	206950	191.00	REFUND-PICNIC SHLTR FEE	191.00
Vendor Total		191.00		
FYTD for DE GUZMAN, ROSALLEE		191.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DEBINAIRE COMPANY				
			Remit to: CORONA	CA
3/14/2011	206844	3,670.00		
			STORAGE TANK INSTALL-CONF & RE	3,200.00
			BOILER MAINT-CITY HALL	140.00
			BOILER MAINT-PSB	235.00
			BOILER MAINT-CONF & REC CTR	95.00
	Vendor Total	3,670.00		
FYTD for DEBINAIRE COMPANY		5,612.16		
DELA ROSA-MARTINEZ, TINA				
			Remit to: PERRIS	CA
3/21/2011	206951	200.00		
			REFUND-RNTL DEP 2/26/11	200.00
	Vendor Total	200.00		
FYTD for DELA ROSA-MARTINEZ, TINA		200.00		
DELTA DENTAL				
			Remit to: SAN FRANCISCO	CA
3/14/2011	206845	12,118.60		
			EMPLOYEE DENTAL INSURANCE	12,118.60
	Vendor Total	12,118.60		
FYTD for DELTA DENTAL		103,665.36		
DELTACARE USA				
			Remit to: LOS ANGELES	CA
3/14/2011	206846	6,127.01		
			EMPLOYEE DENTAL INSURANCE	6,127.01
	Vendor Total	6,127.01		
FYTD for DELTACARE USA		56,382.62		
DENNIS GRUBB & ASSOCIATES, LLC				
			Remit to: MIRA LOMA	CA
3/14/2011	882294	13,580.00		
			PLAN REVIEW SERVICES-FIRE PREV	2,470.00
			PLAN REVIEW SERVICES-FIRE PREV	4,025.00
			PLAN REVIEW SERVICES-FIRE PREV	135.00
			PLAN REVIEW SERVICES-FIRE PREV	4,250.00
			PLAN REVIEW SERVICES-FIRE PREV	2,700.00
	Vendor Total	13,580.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		79,950.00		
DENNIS, SUSAN				
			Remit to: MORENO VALLEY	CA
3/7/2011	206734	95.00		
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
	Vendor Total	95.00		
FYTD for DENNIS, SUSAN		95.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DESIGN WORKS				
			Remit to: SAN JACINTO	CA
3/21/2011	206952	1,839.66		
			YTH SPORTS UNIFORMS-PARKS	1,666.75
			YTH SPORTS UNIFORMS-PARKS	172.91
	Vendor Total	1,839.66		
FYTD for DESIGN WORKS		11,290.26		
DIAMONDS SOFTBALL				
			Remit to: MORENO VALLEY	CA
3/21/2011	206953	235.00		
			REFUND-FIELD RSRVTN FEE	235.00
	Vendor Total	235.00		
FYTD for DIAMONDS SOFTBALL		235.00		
DIAZ, PAULA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206954	37.00		
			REFUND-PHOTO CLASS FEE	37.00
	Vendor Total	37.00		
FYTD for DIAZ, PAULA		37.00		
DIBELL, SONIA				
			Remit to: FULLERTON	CA
3/28/2011	207094	200.00		
			REFUND-RNTL DEP 3/5/11	200.00
	Vendor Total	200.00		
FYTD for DIBELL, SONIA		200.00		
DISTINCTIVELY YOURS				
			Remit to: MORENO VALLEY	CA
3/21/2011	206955	2,011.88		
			PRINTING SVCS-EDD	1,100.00
			PRINTING SVCS-EDD	200.00
			PRINTING SVCS-EDD	550.00
			PRINTING SVCS-EDD	161.88
	Vendor Total	2,011.88		
FYTD for DISTINCTIVELY YOURS		2,011.88		
DIVISION OF LABOR STANDARDS ENFORCMENT				
			Remit to: LONG BEACH	CA
3/7/2011	206735	1,856.25		
			CWPA PYMT-EMERG OPS CTR PROJ	1,856.25
	Vendor Total	1,856.25		
FYTD for DIVISION OF LABOR STANDARDS ENFORCMENT		44,258.89		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DLS LANDSCAPE, INC				
			Remit to: REDLANDS	CA
3/21/2011	882336	12,390.00		
			LANDSCAPE MAINT-ZONE A	10,230.00
			LANDSCAPE MAINT-CFD #1	2,160.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		111,510.00		
DON'S DISCOUNT BLINDS & CLG				
			Remit to: MORENO VALLEY	CA
3/21/2011	206956	50.73		
			REFUND-BUS LIC OVRPMT	50.73
Vendor Total		50.73		
FYTD for DON'S DISCOUNT BLINDS & CLG		50.73		
DORY, ALLEEN F.				
			Remit to: HEMET	CA
3/7/2011	206736	229.88		
			RETIREE MED MAR '11	229.88
Vendor Total		229.88		
FYTD for DORY, ALLEEN F.		2,851.32		
DOTSON, DAVID MICHAEL				
			Remit to: WINCHESTER	CA
3/7/2011	206737	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for DOTSON, DAVID MICHAEL		20.00		
DUGGER, JENNIFER				
			Remit to: MORENO VALLEY	CA
3/7/2011	206738	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for DUGGER, JENNIFER		20.00		
DUNN, LAURA ISABEL GARCIA				
			Remit to: MORENO VALLEY	CA
3/21/2011	882337	304.00		
			INSTRUCTION SVCS-8 DAYS	304.00
Vendor Total		304.00		
FYTD for DUNN, LAURA ISABEL GARCIA		874.00		
DURAN, BLANCA				
			Remit to: MORENO VALLEY	CA
3/14/2011	206847	147.00		
			INSTRUCTOR SVCS-FOLKLORIC DANC	26.00
			INSTRUCTOR SVCS-FOLKLORIC DANC	121.00
Vendor Total		147.00		
FYTD for DURAN, BLANCA		2,436.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.R. BLOCK PLUMBING & HEATING, INC.				
			<u>Remit to:</u> RIVERSIDE	CA
3/14/2011	206848	2,537.34		
			BACKFLOW RPLCMNT-ZONE M	727.06
			BACKFLOW RPLCMNT-ZONE M	187.50
			BACKFLOW RPLCMNT-ZONE D	597.19
			BACKFLOW RPLCMNT-ZONE D	187.50
			BACKFLOW RPLCMNT-ZONE D	650.59
			BACKFLOW RPLCMNT-ZONE D	187.50
3/21/2011	206957	2,091.08		
			BACKFLOW TESTING-E1	40.00
			BACKFLOW TESTING-E1A	20.00
			BACKFLOW TESTING-ZONE D	120.00
			BACKFLOW TESTING-ZONE M	40.00
			BACKFLOW TESTING-ZONE M	60.00
			BACKFLOW TESTING-ZONE D	597.19
			BACKFLOW TESTING-ZONE D	187.50
			BACKFLOW TESTING-ZONE D	838.89
			BACKFLOW TESTING-ZONE D	187.50
3/28/2011	207095	380.00		
			BACKFLOW TESTING-ZONE D	380.00
Vendor Total		5,008.42		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		22,387.74		
E.T. ENVIRONMENTAL				
			<u>Remit to:</u> HERMOSA BEACH	CA
3/7/2011	206739	24,510.00		
			REFUND-GRADING/EROSION DEPOSIT	24,510.00
Vendor Total		24,510.00		
FYTD for E.T. ENVIRONMENTAL		24,510.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT			<u>Remit to:</u> PERRIS	CA
3/7/2011	206740	7,939.44		
			WATER CHARGES	60.85
			WATER CHARGES	90.70
			WATER CHARGES	2,152.93
			WATER CHARGES	119.88
			WATER CHARGES	465.67
			WATER CHARGES	1,985.67
			WATER CHARGES	2,715.50
			WATER CHARGES	34.05
			WATER CHARGES	109.58
			WATER CHARGES	137.11
			WATER CHARGES	67.50
3/14/2011	206849	7,323.60		
			WATER CHARGES	46.15
			WATER CHARGES	190.32
			WATER CHARGES	849.16
			WATER CHARGES	34.80
			WATER CHARGES	694.76
			WATER CHARGES	95.85
			WATER CHARGES	1,202.96
			WATER CHARGES	294.92
			WATER CHARGES	772.89
			WATER CHARGES	1,869.90
			WATER CHARGES	395.62
			WATER CHARGES	100.54
			WATER CHARGES	99.67
			WATER CHARGES	199.16
			WATER CHARGES	180.03
			WATER CHARGES	63.48
			WATER CHARGES	233.39
3/21/2011	206958	23,961.90		
			WATER CHARGES	104.19
			WATER CHARGES	903.46
			WATER CHARGES	716.23
			WATER CHARGES	268.01
			WATER CHARGES	609.79
			WATER CHARGES	532.35
			WATER CHARGES	4,333.21
			WATER CHARGES	812.85
			WATER CHARGES	1,703.15
			WATER CHARGES	1,470.46
			WATER CHARGES	1,818.83
			WATER CHARGES	352.94
			WATER CHARGES	4,190.20
			WATER CHARGES	1,182.40
			WATER CHARGES	29.10
			WATER CHARGES	646.29
			WATER CHARGES	1,129.38
			WATER CHARGES	197.15
			WATER CHARGES	165.36
			WATER CHARGES	84.40
			WATER CHARGES	640.53



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	426.33
			WATER CHARGES	216.70
			WATER CHARGES	187.56
			WATER CHARGES	197.27
			WATER CHARGES	847.14
			WATER CHARGES	196.62
3/28/2011	207096	5,797.34		
			WATER CHARGES	607.88
			WATER CHARGES	127.74
			WATER CHARGES	92.39
			WATER CHARGES	230.99
			WATER CHARGES	1,031.09
			WATER CHARGES	276.95
			WATER CHARGES	36.42
			WATER CHARGES	2,207.31
			WATER CHARGES	550.75
			WATER CHARGES	55.25
			WATER CHARGES	290.85
			WATER CHARGES	137.47
			WATER CHARGES	63.00
			WATER CHARGES	89.25

Vendor Total 45,022.28

FYTD for EASTERN MUNICIPAL WATER DISTRICT	1,119,759.50
--	---------------------

ECOLAB INC.			<u>Remit to:</u> ST. PAUL	MN
3/7/2011	206741	56.59		
			REFUND-BUS LIC OVRPMT	56.59

Vendor Total 56.59

FYTD for ECOLAB INC.	56.59
-----------------------------	--------------

ECOLITE MANUFACTURING WEST			<u>Remit to:</u> MORENO VALLEY	CA
3/7/2011	206742	43.49		
			REFUND-BUS LIC OVRPMT	43.49

Vendor Total 43.49

FYTD for ECOLITE MANUFACTURING WEST	43.49
--	--------------

EDGELANE MOBILE PARK			<u>Remit to:</u> LOS ANGELES	CA
3/14/2011	882295	12.80		
			REFUND-UT USER TAXES	12.80

Vendor Total 12.80

FYTD for EDGELANE MOBILE PARK	100.67
--------------------------------------	---------------

EGGERSTEN, ANNE			<u>Remit to:</u> RANCHO MIRAGE	CA
3/7/2011	206743	325.66		
			RETIREE MED MAR '11	325.66

Vendor Total 325.66

FYTD for EGGERSTEN, ANNE	2,810.58
---------------------------------	-----------------



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, CHRISTINA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206851	75.00	REFUND-S/N DEPOSIT	75.00
3/21/2011	206959	20.00	REFUND-RABIES DEPOSIT	20.00
3/28/2011	207097	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		115.00		
FYTD for ESPINOZA, CHRISTINA		115.00		
ESPINOZA, JOE A				
			<u>Remit to:</u> MENIFEE CA	
3/21/2011	206960	342.00	INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		342.00		
FYTD for ESPINOZA, JOE A		1,824.00		
EVANS ENGRAVING & AWARDS				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	882217	15.22	NAMEPLATE-CITY MANAGER	14.00
			NAMEPLATE-CITY MANAGER	1.22
Vendor Total		15.22		
FYTD for EVANS ENGRAVING & AWARDS		884.01		
EWING IRRIGATION PRODUCTS, INC				
			<u>Remit to:</u> PHOENIX AZ	
3/7/2011	206744	81.93	REFUND-BUS LIC OVRPMT	81.93
Vendor Total		81.93		
FYTD for EWING IRRIGATION PRODUCTS, INC		81.93		
EWING IRRIGATION PRODUCTS, INC.				
			<u>Remit to:</u> PHOENIX AZ	
3/14/2011	206852	780.88	IRRIGATION SUPPLIES-PARKS	619.44
			IRRIGATION SUPPLIES-PARKS	161.44
Vendor Total		780.88		
FYTD for EWING IRRIGATION PRODUCTS, INC.		10,724.70		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EXCEL LANDSCAPE, INC				
3/21/2011	206961	12,789.50	Remit to: CORONA CA	
			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-WQB	3,978.92
Vendor Total		12,789.50		
FYTD for EXCEL LANDSCAPE, INC		124,210.16		
FAIR HOUSING COUNCIL OF RIV CO, INC.				
3/14/2011	882296	3,442.07	Remit to: RIVERSIDE CA	
			CDBG SVCS-FRCLSR/MITIG PRGM	3,442.07
Vendor Total		3,442.07		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		44,258.38		
FAMILY SERVICE ASSOCIATION				
3/21/2011	206962	380.00	Remit to: MORENO VALLEY CA	
			REFUND-RNTL DEP 3/3/11	380.00
Vendor Total		380.00		
FYTD for FAMILY SERVICE ASSOCIATION		73,303.83		
FASHION BLINDS USA				
3/7/2011	206745	57.37	Remit to: RIVERSIDE CA	
			REFUND-BUS LIC OVRPMT	57.37
Vendor Total		57.37		
FYTD for FASHION BLINDS USA		57.37		
FEENSTRA, JOHN				
3/7/2011	882218	361.25	Remit to: REDLANDS CA	
			RETIREE MED MAR '11	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		3,251.25		
FIGUEROA, GISELLE				
3/7/2011	206746	94.69	Remit to: SIMI VALLEY CA	
			REFUND-MVU	96.69
			REFUND-MVU	-2.00
Vendor Total		94.69		
FYTD for FIGUEROA, GISELLE		94.69		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FIRST AMERICAN CORE LOGIC, INC.				
			Remit to: SANTA ANA	CA
3/21/2011	206963	724.00		
			ONLINE PROP INFO SVCS-CODE	433.00
			ONLINE PROP INFO SVCS-CCD	115.00
			ONLINE PROP INFO SVCS-EDD	176.00
Vendor Total		724.00		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		5,616.00		
FIRST AMERICAN TITLE COMPANY				
			Remit to: SAN BERNARDINO	CA
3/14/2011	206853	1,086.00		
			REIMB. RE-INSPECTION FEES	1,086.00
Vendor Total		1,086.00		
FYTD for FIRST AMERICAN TITLE COMPANY		1,086.00		
FIRST CHOICE SERVICES				
			Remit to: ONTARIO	CA
3/14/2011	882297	442.45		
			COFFEE SVCS-EMP PAID	56.76
			COFFEE SVCS-EMP PAID	138.25
			COFFEE SVCS-EMP PAID	54.47
			COFFEE SVCS-EMP PAID	87.13
			COFFEE SVCS-EMP PAID	67.05
			COFFEE SVCS-EMP PAID	38.79
3/21/2011	882339	100.75		
			COFFEE SVCS-EMP PAID	88.76
			COFFEE SVCS-EMP PAID	11.99
Vendor Total		543.20		
FYTD for FIRST CHOICE SERVICES		5,794.70		
FITNESS 19 CA 155 11C				
			Remit to: MORENO VALLEY	CA
3/28/2011	207098	262.00		
			GYM MEMBERSHIP DEDUCTIONS	262.00
Vendor Total		262.00		
FYTD for FITNESS 19 CA 155 11C		2,311.00		
FOSTER, JAMES BARRY				
			Remit to: RIVERSIDE	CA
3/21/2011	206964	213.00		
			PER DIEM-ICSC IDEA EXCHANGE	213.00
Vendor Total		213.00		
FYTD for FOSTER, JAMES BARRY		464.49		
FOSTER, NANCY A.				
			Remit to: MORENO VALLEY	CA
3/7/2011	882219	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		2,849.73		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRANCHISE TAX BOARD				
			Remit to: SACRAMENTO	CA
3/14/2011	206854	25.00	GARNISHMENT	25.00
3/28/2011	207099	43.93	GARNISHMENT	43.93
3/28/2011	207100	1,115.43	GARNISHMENT	25.00
			GARNISHMENT	518.53
			GARNISHMENT	546.90
			GARNISHMENT	25.00
Vendor Total		1,184.36		
FYTD for FRANCHISE TAX BOARD		2,026.47		
FRANKLIN, L. C.				
			Remit to: PERRIS	CA
3/28/2011	207101	184.11	MILEAGE REIMBURSEMENT	184.11
Vendor Total		184.11		
FYTD for FRANKLIN, L. C.		1,236.51		
FRANK'S LOCK AND KEY				
			Remit to: MORENO VALLEY	CA
3/7/2011	206747	44.15	REFUND-BUS LIC OVRPMT	44.15
Vendor Total		44.15		
FYTD for FRANK'S LOCK AND KEY		44.15		
FRAZEE INDUSTRIES, INC				
			Remit to: MORENO VALLEY	CA
3/7/2011	206748	1,124.88	TRAFFIC PAINT	1,124.88
Vendor Total		1,124.88		
FYTD for FRAZEE INDUSTRIES, INC		118,964.06		
FREDERICK ROOFING				
			Remit to: MORENO VALLEY	CA
3/14/2011	206855	48.42	REFUND-BUS LIC OVRPMT	48.42
Vendor Total		48.42		
FYTD for FREDERICK ROOFING		48.42		
FRESNO CITY COLLEGE				
			Remit to: FRESNO	CA
3/28/2011	207102	150.00	MAY 24-26 CACFP PIN TRNG REG.	150.00
Vendor Total		150.00		
FYTD for FRESNO CITY COLLEGE		150.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FRESQUEZ, JOHN				
			Remit to: MORENO VALLEY	CA
3/14/2011	206856	54.00	SPORTS OFFICIATING SVCS	54.00
Vendor Total		54.00		
FYTD for FRESQUEZ, JOHN		644.00		
FUSION ETC				
			Remit to: MORENO VALLEY	CA
3/21/2011	206965	24.54	REFUND-BUS LIC OVRPMT	24.54
Vendor Total		24.54		
FYTD for FUSION ETC		24.54		
GALLS INC., INLAND UNIFORM				
			Remit to: RIVERSIDE	CA
3/28/2011	207103	32.84	UNIFORM-POLICE DEP V MAGANA	32.84
Vendor Total		32.84		
FYTD for GALLS INC., INLAND UNIFORM		4,286.93		
GASTON, RICHARD				
			Remit to: MORENO VALLEY	CA
3/7/2011	882220	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for GASTON, RICHARD		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GENERAL SECURITY SERVICES, INC.				
			Remit to: HAWTHORNE	CA
3/7/2011	882221	306.80		
			SECURITY SVCS-SENIOR CTR	245.44
			SECURITY SVCS-TOWNGATE	61.36
3/14/2011	882298	767.00		
			SECURITY SVCS-UTILITIES	276.12
			SECURITY SVCS-CONF & REC CTR	76.70
			SECURITY SVCS-SENIOR CTR	245.44
			SECURITY SVCS-TOWNGATE	168.74
3/21/2011	882340	1,902.16		
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	245.44
			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
3/28/2011	882375	644.28		
			SECURITY SVCS-UTILITY	122.72
			SECURITY SVCS-UTILITY	153.40
			SECURITY SVCS-SENIOR CTR	214.76
			SECURITY SVCS-TOWNGATE	153.40
Vendor Total		3,620.24		
FYTD for GENERAL SECURITY SERVICES, INC.		37,780.53		
GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.				
			Remit to: CHICAGO	IL
3/28/2011	207104	580.00		
			FEE - CERT OF ACHVMNT PRGM	580.00
Vendor Total		580.00		
FYTD for GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.		580.00		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
			Remit to: LOS ANGELES	CA
3/21/2011	882341	1,628.00		
			LEGAL SERVICES	1,505.50
			LEGAL SERVICES	122.50
3/28/2011	882376	22,052.68		
			LEGAL SERVICES	31.42
			LEGAL SERVICES	22,021.26
Vendor Total		23,680.68		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		200,384.70		
GILMORE, KAREN & EDWIN				
			Remit to: MORENO VALLEY	CA
3/28/2011	207105	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GILMORE, KAREN & EDWIN		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GINA'S AUTO SERVICE				
			Remit to: MORENO VALLEY	CA
3/28/2011	207106	90.13	REFUND-BUS LIC OVRPMT	90.13
Vendor Total		90.13		
FYTD for GINA'S AUTO SERVICE		90.13		
GLOBAL TECHNOLOGY SYSTEMS, INC.				
			Remit to: BOSTON	MA
3/28/2011	207107	881.74	BATTERY CHARGERS-POLICE	328.00
			BATTERY CHARGERS-POLICE	435.00
			BATTERY CHARGERS-POLICE	47.80
			BATTERY CHARGERS-POLICE	70.94
Vendor Total		881.74		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		1,763.48		
GOMEZ, JORGE				
			Remit to: PERRIS	CA
3/21/2011	206966	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GOMEZ, JORGE		20.00		
GONG ENTERPRISES, INC.				
			Remit to: HUNTINGTON BEACH	CA
3/28/2011	207108	2,208.00	CONSULTING SVCS-TR36340	2,208.00
Vendor Total		2,208.00		
FYTD for GONG ENTERPRISES, INC.		29,305.40		
GONZALES, DOMILENA R.				
			Remit to: MORENO VALLEY	CA
3/7/2011	882222	220.26	RETIREE MED JAN '11, PD MAR'11	220.26
Vendor Total		220.26		
FYTD for GONZALES, DOMILENA R.		1,982.34		
GONZALEZ, ABIGAIL				
			Remit to: RIVERSIDE	CA
3/14/2011	206857	47.50	REFUND-CITATION OVRPMT	47.50
Vendor Total		47.50		
FYTD for GONZALEZ, ABIGAIL		47.50		
GONZALEZ, MICHELLE				
			Remit to: MORENO VALLEY	CA
3/21/2011	206967	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GONZALEZ, MICHELLE		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GOODWIN, ORONDE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/28/2011	207109	49.60		
			REFUND-SOCCER REGIST FEE	49.60
Vendor Total		49.60		
FYTD for GOODWIN, ORONDE		49.60		
GOZDECKI, DAN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	882300	702.00		
			INSTRUCTOR SVCS-KUNG FU	243.00
			INSTRUCTOR SVCS-KUNG FU	459.00
Vendor Total		702.00		
FYTD for GOZDECKI, DAN		5,886.00		
GRAMETBAUR & ASSOCIATES LEGAL NURSE CONS				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	206968	33.13		
			REFUND-BUS LIC OVRPMT	33.13
Vendor Total		33.13		
FYTD for GRAMETBAUR & ASSOCIATES LEGAL NURSE CONS		33.13		
GRANICUS, INC.				
			<u>Remit to:</u> SAN FRANCISCO CA	
3/14/2011	206858	1,000.00		
			VIDEO STREAMING SVCS-TECH SVCS	1,000.00
Vendor Total		1,000.00		
FYTD for GRANICUS, INC.		9,000.00		
GREEN, MATTHEW				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206859	300.00		
			REFUND-RNTL DEP 2/26/11	300.00
Vendor Total		300.00		
FYTD for GREEN, MATTHEW		300.00		
GREENE, ROBERT				
			<u>Remit to:</u> PACIFIC PALISADES CA	
3/14/2011	206860	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GREENE, ROBERT		20.00		
GRIFFIN, MARLENE C				
			<u>Remit to:</u> GREEN VALLEY AZ	
3/7/2011	882223	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for GRIFFIN, MARLENE C		2,789.79		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GROUP DELTA CONSULTANTS, INC				
			Remit to: IRVINE	CA
3/21/2011	882342	2,257.50	DAY ST IMPRVMENTS PROJ SVCS	2,257.50
Vendor Total		2,257.50		
FYTD for GROUP DELTA CONSULTANTS, INC		15,318.00		
GUIDA SURVEYING, INC.				
			Remit to: IRVINE	CA
3/21/2011	882343	478.00	IRONWD AVE/STORM DRAIN PROJ	478.00
Vendor Total		478.00		
FYTD for GUIDA SURVEYING, INC.		99,751.00		
GUILLAN, REBECCA S.				
			Remit to: ADVANCE	NC
3/7/2011	882224	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for GUILLAN, REBECCA S.		2,701.56		
GUTIERREZ, MARIA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206969	26.00	REFUND-FALSE ALARM FEE	26.00
3/28/2011	207110	30.00	REFUND-FALSE ALARM FEE	30.00
Vendor Total		56.00		
FYTD for GUTIERREZ, MARIA		56.00		
GUTIERREZ, ROBERT				
			Remit to: LA VERNE	CA
3/7/2011	882225	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		2,868.57		
GUZMAN'S CART SERVICE				
			Remit to: RIVERSIDE	CA
3/14/2011	882301	4,049.00	CART RTRVL SVCS-CODE	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		36,441.00		
H & H HAULING, INC				
			Remit to: MORENO VALLEY	CA
3/7/2011	206750	114.50	REFUND-BUS LIC OVRPMT	114.50
Vendor Total		114.50		
FYTD for H & H HAULING, INC		114.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HAIR SHACK				
			Remit to: MORENO VALLEY CA	
3/21/2011	206970	193.00	REFUND-BUS LIC OVRPMT	193.00
Vendor Total		193.00		
FYTD for HAIR SHACK		193.00		
HAISTY, XIU HUA				
			Remit to: MORENO VALLEY CA	
3/14/2011	882302	30.00	INSTRUCTOR SVCS-TAI CHI	30.00
Vendor Total		30.00		
FYTD for HAISTY, XIU HUA		270.00		
HAMLIN, BARBARA				
			Remit to: MORENO VALLEY CA	
3/21/2011	206971	49.60	REFUND-SOCCER REGIST FEE	49.60
Vendor Total		49.60		
FYTD for HAMLIN, BARBARA		49.60		
HAMLIN, WILLIAM R.				
			Remit to: BEAUMONT CA	
3/7/2011	882226	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HAMLIN, WILLIAM R.		2,849.73		
HANES, MARTIN D.				
			Remit to: MORENO VALLEY CA	
3/7/2011	882227	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		2,868.57		
HARDING, JOHN S.				
			Remit to: BANNING CA	
3/7/2011	206751	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		2,868.57		
HARRIS & ASSOCIATES				
			Remit to: CONCORD CA	
3/7/2011	882228	750.00	PROF SVCS-CFD #4	750.00
Vendor Total		750.00		
FYTD for HARRIS & ASSOCIATES		32,367.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARTMANN, RICK				
			Remit to: SAN DIMAS	CA
3/7/2011	206752	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HARTMANN, RICK		21,558.90		
HARVEY, MATHEW				
			Remit to: MORENO VALLEY	CA
3/21/2011	206972	37.00	REFUND-PHOTO CLASS FEE	37.00
Vendor Total		37.00		
FYTD for HARVEY, MATHEW		37.00		
HATFIELD, CHARLES				
			Remit to: LAS VEGAS	NV
3/7/2011	882229	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		2,868.57		
HAUSER, ADRIANA				
			Remit to: SAN BERNARDINO	CA
3/21/2011	206973	684.00	INSTRUCTION SVCS-18 DAYS	684.00
Vendor Total		684.00		
FYTD for HAUSER, ADRIANA		3,914.00		
HAYDEN, SANDRA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206974	9.00	REFUND-LICENSE FEE	9.00
Vendor Total		9.00		
FYTD for HAYDEN, SANDRA		9.00		
HAYWARD TILTON & ROLAPP INS. ASSOC., INC				
			Remit to: ANAHEIM	CA
3/28/2011	882377	10,779.88	EARTHQUAKE INS-ELEC SUBSTN	10,779.88
Vendor Total		10,779.88		
FYTD for HAYWARD TILTON & ROLAPP INS. ASSOC., INC		10,779.88		
HEADSTONE BOUTIQUE				
			Remit to: HIGHLAND	CA
3/21/2011	206975	213.00	REFUND-BUS LIC OVRPMT	213.00
Vendor Total		213.00		
FYTD for HEADSTONE BOUTIQUE		213.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HEFFLEY, ROSS W.				
			<u>Remit to:</u> HEMET CA	
3/7/2011	882230	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		2,868.57		
HENDERSON, GINA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206861	1,350.00	TUITION REIMBURSEMENT	1,350.00
Vendor Total		1,350.00		
FYTD for HENDERSON, GINA		1,460.00		
HERMAN WEISSKER, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
3/7/2011	206753	43.43	REFUND-BUS LIC OVRPMT	43.43
Vendor Total		43.43		
FYTD for HERMAN WEISSKER, INC.		43.43		
HERRICK, ROBERT D.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	206754	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		2,868.57		
HESLIN, MICHAEL K.				
			<u>Remit to:</u> HEMET CA	
3/21/2011	206976	352.12	TRAVEL EXP.-ANNL CA GIS CONF.	108.12
			TRAVEL EXP.-ANNL CA GIS CONF.	244.00
Vendor Total		352.12		
FYTD for HESLIN, MICHAEL K.		869.58		
HETHERMAN, ANTHONY CHRISTOPHER				
			<u>Remit to:</u> TEMECULA CA	
3/28/2011	882378	27.64	CERT. PLAYGRND SFTY CLASS/EXAM	27.64
Vendor Total		27.64		
FYTD for HETHERMAN, ANTHONY CHRISTOPHER		241.14		
HO, KEVIN CHINH				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	206977	228.00	INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		228.00		
FYTD for HO, KEVIN CHINH		722.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOUSER, EDITH E.				
			Remit to: MORENO VALLEY	CA
3/7/2011	206755	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		2,868.57		
I E ALARM SYSTEMS				
			Remit to: RIVERSIDE	CA
3/14/2011	206862	36.06	REFUND-BUS LIC OVRPMT	36.06
Vendor Total		36.06		
FYTD for I E ALARM SYSTEMS		36.06		
ICMA RETIREMENT CORP 457				
			Remit to: BALTIMORE	MD
3/11/2011	2818	9,510.37	DEF COMP-457 3/11/11	9,510.37
3/25/2011	2826	9,510.37	DEF COMP-457 3/25/11	9,510.37
Vendor Total		19,020.74		
FYTD for ICMA RETIREMENT CORP 457		188,897.15		
IL SORRENTO MOBILE PARK				
			Remit to: MORENO VALLEY	CA
3/7/2011	206756	167.94	REFUND-UT USER TAXES	167.94
Vendor Total		167.94		
FYTD for IL SORRENTO MOBILE PARK		1,163.39		
ING USA ANNUITY & LIFE INSURANCE CO.				
			Remit to: DES MOINES	IA
3/14/2011	206863	475.00	NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		4,275.00		
INLAND CONTRACTORS, INC.				
			Remit to: RIVERSIDE	CA
3/14/2011	882303	649.60	NUISANCE ABTMNT SVC-CODE	147.00
			NUISANCE ABTMNT SVC-CODE	271.00
			NUISANCE ABTMNT SVC-CODE	231.60
Vendor Total		649.60		
FYTD for INLAND CONTRACTORS, INC.		25,976.68		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INLAND EMPIRE COURT SERVICES				
3/21/2011	206978	24.13	Remit to: MORENO VALLEY CA REFUND-BUS LIC OVRPMT	24.13
Vendor Total		24.13		
FYTD for INLAND EMPIRE COURT SERVICES		24.13		
INLAND EMPIRE PROPERTY SERVICE, INC				
3/14/2011	882304	270.50	Remit to: MORENO VALLEY CA NUISANCE ABTMNT SVC-CODE	270.50
Vendor Total		270.50		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		54,083.62		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC				
3/21/2011	882345	225.44	Remit to: BLOOMINGTON CA EMERG REPAIR-FS #91	225.44
Vendor Total		225.44		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		225.44		
INSIDE PLANTS, INC.				
3/14/2011	882305	316.00	Remit to: CORONA CA PLANT MAINT-CONF & REC CTR	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		2,844.00		
INTEGRITY CONSTRUCTION SERVICES, INC				
3/14/2011	206864	57.77	Remit to: SANTA FE SPRINGS CA REFUND-BUS LIC OVRPMT	57.77
Vendor Total		57.77		
FYTD for INTEGRITY CONSTRUCTION SERVICES, INC		57.77		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
3/7/2011	206757	937.71	Remit to: CERRITOS CA OFFSITE DATA STORAGE-TECH SVCS	937.71
3/28/2011	207111	922.56	OFFSITE STORAGE-TECH SVCS	922.56
Vendor Total		1,860.27		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		9,810.71		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
J & J PLASTERING				
			<u>Remit to:</u> RANCHO CUCAMONGA CA	
3/21/2011	206979	23.78		
			REFUND-BUS LIC OVRPMT	23.78
Vendor Total		23.78		
FYTD for J & J PLASTERING		23.78		
J & R CONCRETE, INC				
			<u>Remit to:</u> PERRIS CA	
3/21/2011	206980	559.63		
			CONCRETE LIDS-TRANSPORTATION	267.60
			CONCRETE LIDS-TRANSPORTATION	247.00
			CONCRETE LIDS-TRANSPORTATION	45.03
Vendor Total		559.63		
FYTD for J & R CONCRETE, INC		559.63		
J D H CONTRACTING				
			<u>Remit to:</u> RIVERSIDE CA	
3/14/2011	882306	1,925.00		
			CONTRACT WORK-EOC	750.00
			CONTRACT WORK-STARS BLDG	1,175.00
Vendor Total		1,925.00		
FYTD for J D H CONTRACTING		135,742.50		
J P MORGAN CHASE BANK, N A				
			<u>Remit to:</u> DALLAS TX	
3/21/2011	206981	57.00		
			REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for J P MORGAN CHASE BANK, N A		57.00		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
			<u>Remit to:</u> RIVERSIDE CA	
3/14/2011	206865	75.00		
			MONTHLY RETAINER-COURIER SVCS	75.00
Vendor Total		75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		1,283.65		
JDEDGE SOFTWARE, LLC				
			<u>Remit to:</u> KRUGERVILLE TX	
3/28/2011	882379	800.00		
			CONSULTING SVCS	800.00
Vendor Total		800.00		
FYTD for JDEDGE SOFTWARE, LLC		20,652.50		
JOE A. GONSALVES & SON				
			<u>Remit to:</u> SACRAMENTO CA	
3/14/2011	882307	3,330.00		
			REPRESENTATION SVCS	3,330.00
Vendor Total		3,330.00		
FYTD for JOE A. GONSALVES & SON		28,530.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JONES, SUSAN				
			Remit to: MORENO VALLEY	CA
3/7/2011	882232	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		2,868.57		
JTB SUPPLY CO., INC.				
			Remit to: ORANGE	CA
3/7/2011	206758	10,705.35	TRAFFIC SIGNAL SUPPLIES	836.29
			TRAFFIC SIGNAL SUPPLIES	1,740.00
			TRAFFIC SIGNAL SUPPLIES	7,457.85
			TRAFFIC SIGNAL SUPPLIES	671.21
Vendor Total		10,705.35		
FYTD for JTB SUPPLY CO., INC.		27,489.84		
JUANITAS MARKET				
			Remit to: MORENO VALLEY	CA
3/21/2011	206982	43.73	REFUND-BUS LIC OVRPMT	43.73
Vendor Total		43.73		
FYTD for JUANITAS MARKET		43.73		
KING AUTO REPAIR				
			Remit to: MORENO VALLEY	CA
3/7/2011	206759	155.96	REFUND-FALSE ALARM OVRPMT	28.00
			REFUND-FALSE ALARM OVRPMT	30.00
			REFUND-FALSE ALARM OVRPMT	30.00
			REFUND-FALSE ALARM OVRPMT	35.41
			REFUND-FALSE ALARM OVRPMT	32.55
Vendor Total		155.96		
FYTD for KING AUTO REPAIR		155.96		
KING, PATRICIA A.				
			Remit to: LAS VEGAS	NV
3/7/2011	206760	267.88	RETIREE MED MAR '11	267.88
Vendor Total		267.88		
FYTD for KING, PATRICIA A.		2,817.72		
KOLB, CHARLES E.				
			Remit to: MORENO VALLEY	CA
3/7/2011	882233	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KOLLAR, KYLE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	882234	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		2,868.57		
KROGER				
			<u>Remit to:</u> LOS ANGELES CA	
3/14/2011	206866	30.00	REFUND-FALSE ALARM FEE	30.00
Vendor Total		30.00		
FYTD for KROGER		545.02		
KYLE, GARY M.				
			<u>Remit to:</u> PRESCOTT VALLEY AZ	
3/7/2011	882235	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		2,868.57		
LACEY, AMANDA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	206761	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for LACEY, AMANDA		20.00		
LAFATA, JOSEPHINE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	882236	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		2,849.73		
LANDSCAPE DEVELOPMENT, INC				
			<u>Remit to:</u> VALENCIA CA	
3/7/2011	206762	37.56	REFUND-BUS LIC OVRPMT	37.56
Vendor Total		37.56		
FYTD for LANDSCAPE DEVELOPMENT, INC		37.56		
LANGENDORF, BENJAMIN				
			<u>Remit to:</u> PERRIS CA	
3/7/2011	882237	442.80	RETIREE MED JAN-FEB '11	442.80
Vendor Total		442.80		
FYTD for LANGENDORF, BENJAMIN		1,864.36		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LARA, JOSEPH R.				
			<u>Remit to:</u> MURRIETA CA	
3/21/2011	206983	47.94		
			REIMB.-NEC CONFERENCE	47.94
Vendor Total		47.94		
FYTD for LARA, JOSEPH R.		89.44		
LAWN TECH EQUIPMENT				
			<u>Remit to:</u> RIVERSIDE CA	
3/28/2011	882380	553.85		
			TREE TRIMMING EQUIP SVC	27.61
			TREE TRIMMING EQUIP SVC	85.50
			TREE TRIMMING EQUIP SVC	16.09
			TREE TRIMMING EQUIP SVC	54.00
			TREE TRIMMING EQUIP SVC	24.88
			TREE TRIMMING EQUIP SVC	20.00
			TREE TRIMMING EQUIP SVC	11.40
			TREE TRIMMING EQUIP SVC	143.09
			TREE TRIMMING EQUIP SVC	171.28
Vendor Total		553.85		
FYTD for LAWN TECH EQUIPMENT		2,617.82		
LEAGUE OF CALIFORNIA CITIES				
			<u>Remit to:</u> REDLANDS CA	
3/28/2011	207112	120.00		
			1/13/11 DINNER MEETING	40.00
			1/13/11 DINNER MEETING	40.00
			1/13/11 DINNER MEETING	40.00
Vendor Total		120.00		
FYTD for LEAGUE OF CALIFORNIA CITIES		31,756.00		
LENT, WANDA M.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/1/2011	206706	12.03		
			REFUND-BUS LIC OVRPMT	12.03
Vendor Total		12.03		
FYTD for LENT, WANDA M.		12.03		
LENTON, JOHN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/30/2011	207174	260.00		
			PER DIEM-MDT RESPONSE TRNG	260.00
Vendor Total		260.00		
FYTD for LENTON, JOHN		260.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LEONOR S. AQUIRRE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	206763	22,834.14		
			PERRIS BLVD WIDENING PROJ	14,434.14
			PERRIS BLVD WIDENING PROJ	8,400.00
	Vendor Total	22,834.14		
FYTD for LEONOR S. AQUIRRE		30,334.14		
LEWIS, CAROLYN S.				
			<u>Remit to:</u> BEAUMONT CA	
3/7/2011	882238	318.73		
			RETIREE MED MAR '11	318.73
	Vendor Total	318.73		
FYTD for LEWIS, CAROLYN S.		2,849.73		
LEXISNEXIS				
			<u>Remit to:</u> LOS ANGELES CA	
3/21/2011	882346	1,480.00		
			ONLINE LEGAL SVCS-CODE	370.00
			ONLINE LEGAL SVCS-CITY ATTRNYS	740.00
			ONLINE LEGAL SVCS-CITY CLERKS	370.00
	Vendor Total	1,480.00		
FYTD for LEXISNEXIS		14,800.00		
LIEBERT, CASSIDY, WHITMORE				
			<u>Remit to:</u> LOS ANGELES CA	
3/28/2011	207113	105.00		
			REGIST-PERF MGT & DISB INTER	35.00
			REGIST-PERF MGT & DISB INTER	35.00
			REGIST-PERF MGT & DISB INTER	35.00
	Vendor Total	105.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		3,664.00		
LINDO, HERMINA G.				
			<u>Remit to:</u> TITUSVILLE FL	
3/7/2011	882239	318.73		
			RETIREE MED JAN '11, PD MAR'11	318.73
	Vendor Total	318.73		
FYTD for LINDO, HERMINA G.		2,549.84		
LOGAN, CHARLES				
			<u>Remit to:</u> LAS VEGAS NV	
3/7/2011	882240	318.73		
			RETIREE MED MAR '11	318.73
	Vendor Total	318.73		
FYTD for LOGAN, CHARLES		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOR GEOTECHNICAL GROUP, INC.				
			Remit to: RIVERSIDE	CA
3/21/2011	882347	9,415.00	IRONWD AVE-DAY TO BARCLAY PROJ	9,415.00
Vendor Total		9,415.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		62,261.00		
LOVINS, ANGELA				
			Remit to: MORENO VALLEY	CA
3/7/2011	206764	112.00	REFUND-CLASS REGIST	112.00
Vendor Total		112.00		
FYTD for LOVINS, ANGELA		112.00		
LOYOLA, MICHAEL				
			Remit to: RIVERSIDE	CA
3/14/2011	206867	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for LOYOLA, MICHAEL		75.00		
LOZANO, DAVID M.				
			Remit to: MORENO VALLEY	CA
3/7/2011	206765	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for LOZANO, DAVID M.		100.00		
LUMLEY, ROBERT C.				
			Remit to: MORENO VALLEY	CA
3/7/2011	882241	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		2,868.57		
MACIA, MARGERALD				
			Remit to: LOMA LINDA	CA
3/7/2011	206766	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MACIA, MARGERALD		20.00		
MACTEC CLEANUP CORPORATION				
			Remit to: RIVERSIDE	CA
3/21/2011	206984	53.67	REFUND-BUS LIC OVRPMT	53.67
Vendor Total		53.67		
FYTD for MACTEC CLEANUP CORPORATION		53.67		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MAGANA CERTIFIED PORTABLE WELDING				
			Remit to: MORENO VALLEY	CA
3/14/2011	206868	29.98		
			REFUND-BUS LIC OVRPMT	29.98
Vendor Total		29.98		
FYTD for MAGANA CERTIFIED PORTABLE WELDING		29.98		
MAGNUM BREEZE II, INC/WOODCREST VEH CTR				
			Remit to: RIVERSIDE	CA
3/28/2011	882381	1,318.99		
			ILS SYSTEM-POLICE K9 UNIT	300.00
			ILS SYSTEM-POLICE K9 UNIT	937.00
			ILS SYSTEM-POLICE K9 UNIT	81.99
Vendor Total		1,318.99		
FYTD for MAGNUM BREEZE II, INC/WOODCREST VEH CTR		1,787.93		
MANAGEMENT ADDED SERVICES				
			Remit to: MORENO VALLEY	CA
3/7/2011	206767	27.04		
			REFUND-BUS LIC OVRPMT	27.04
Vendor Total		27.04		
FYTD for MANAGEMENT ADDED SERVICES		27.04		
MANILA RANCH				
			Remit to: MORENO VALLEY	CA
3/7/2011	206768	76.41		
			REFUND-BUS LIC OVRPMT	76.41
Vendor Total		76.41		
FYTD for MANILA RANCH		76.41		
MARCH JOINT POWERS AUTHORITY				
			Remit to: RIVERSIDE	CA
3/28/2011	207114	11.11		
			GAS CHARGES-MFP COMM CTR	9.07
			GAS CHARGES-MFP COMM CTR	2.04
Vendor Total		11.11		
FYTD for MARCH JOINT POWERS AUTHORITY		64.96		
MARINA LANDSCAPE, INC				
			Remit to: ANAHEIM	CA
3/7/2011	206769	4,308.19		
			LANDSCAPE MAINT-DSG2N	4,308.19
3/21/2011	206985	9,419.95		
			LANDSCAPE MAINT-DSG2N	4,425.04
			LANDSCAPE MAINT-DSG2S	4,994.91
Vendor Total		13,728.14		
FYTD for MARINA LANDSCAPE, INC		67,507.85		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MARQUEZ, EDGAR				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	206986	15.30	REIMB.-CONT. EDUC. SEMINAR	15.30
Vendor Total		15.30		
FYTD for MARQUEZ, EDGAR		15.30		
MARTINEZ, GLORIA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206987	112.00	REFUND-ESL CLASS FEE	112.00
Vendor Total		112.00		
FYTD for MARTINEZ, GLORIA		112.00		
MARTINEZ, REGGIE				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	206988	105.00	SPORTS OFFICIATING SVCS	35.00
			SPORTS OFFICIATING SVCS	70.00
3/28/2011	207115	70.00	SPORTS OFFICIATING SVCS	70.00
Vendor Total		175.00		
FYTD for MARTINEZ, REGGIE		770.00		
MARY ERICKSON COMMUNITY HOUSING				
			<u>Remit to:</u> SAN CLEMENTE CA	
3/21/2011	206989	16,430.00	REHAB/ACQSTN-24420/10 MYERS	16,430.00
Vendor Total		16,430.00		
FYTD for MARY ERICKSON COMMUNITY HOUSING		16,430.00		
MASTER BRAND CABINETS, INC				
			<u>Remit to:</u> JASPER IN	
3/7/2011	206770	87.42	REFUND-BUS LIC OVRPMT	87.42
Vendor Total		87.42		
FYTD for MASTER BRAND CABINETS, INC		87.42		
MATHIS, NOLAN				
			<u>Remit to:</u> JACKSON KY	
3/7/2011	882242	290.00	RETIREE MED JAN '11, PD MAR'11	290.00
Vendor Total		290.00		
FYTD for MATHIS, NOLAN		2,658.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MAXINOSKI, SUE A.				
			Remit to: AVINGER	TX
3/7/2011	882243	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		2,868.57		
MAYER HOFFMAN MCCANN P.C.				
			Remit to: IRVINE	CA
3/21/2011	206990	12,540.00	AUDITING SVCS-CITY	9,450.00
			AUDITING SVCS-SINGLE	3,090.00
Vendor Total		12,540.00		
FYTD for MAYER HOFFMAN MCCANN P.C.		70,357.00		
MCCAIN TRAFFIC SUPPLY				
			Remit to: VISTA	CA
3/21/2011	206991	819.98	TRAFFIC SUPPLIES	819.98
Vendor Total		819.98		
FYTD for MCCAIN TRAFFIC SUPPLY		1,388.75		
MCCARTY, MICHAEL				
			Remit to: BEAUMONT	CA
3/28/2011	207116	337.14	MAR 8-11 CPRS CONFERENCE	337.14
Vendor Total		337.14		
FYTD for MCCARTY, MICHAEL		732.04		
MCDONALD PARTNERS, INC.				
			Remit to: ALAMO	CA
3/21/2011	206992	4,750.00	CONSULTING SVCS-MVU	4,750.00
Vendor Total		4,750.00		
FYTD for MCDONALD PARTNERS, INC.		4,750.00		
McDONALD, CHRIS				
			Remit to: PERRIS	CA
3/21/2011	206993	190.00	INSTRUCTION SVCS-5 DAYS	190.00
Vendor Total		190.00		
FYTD for McDONALD, CHRIS		1,786.00		
MCDONALD, DAWNISHA				
			Remit to: MORENO VALLEY	CA
3/21/2011	206994	42.00	REFUND-FITNESS BOOTCAMP FEE	32.00
			REFUND-FITNESS BOOTCAMP FEE	10.00
Vendor Total		42.00		
FYTD for MCDONALD, DAWNISHA		42.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MCKAIG, RENEE				
			Remit to: PERRIS	CA
3/28/2011	207117	95.00		
			REFUND-RABIES/SPAY DEPOSIT	20.00
			REFUND-RABIES/SPAY DEPOSIT	75.00
Vendor Total		95.00		
FYTD for MCKAIG, RENEE		95.00		
MEEKS, DANIEL				
			Remit to: PERRIS	CA
3/14/2011	882308	80.00		
			SPORTS OFFICIATING SVCS	80.00
3/28/2011	882382	80.00		
			SPORTS OFFICIATING SVCS	80.00
Vendor Total		160.00		
FYTD for MEEKS, DANIEL		1,500.00		
MELAD & ASSOCIATES, INC				
			Remit to: HUNTINGTON BEACH	CA
3/21/2011	206995	7,700.10		
			PLAN CHECK SVCS-BLDG/SFTY	2,932.50
			PLAN CHECK SVCS-BLDG/SFTY	4,767.60
Vendor Total		7,700.10		
FYTD for MELAD & ASSOCIATES, INC		35,992.12		
MENGISTU, YESHIALEM				
			Remit to: MORENO VALLEY	CA
3/28/2011	207118	131.07		
			MILEAGE REIMBURSEMENT	131.07
Vendor Total		131.07		
FYTD for MENGISTU, YESHIALEM		805.88		
MESSIN, LOUIS				
			Remit to: BULLHEAD CITY	AZ
3/7/2011	882244	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		2,868.57		
METROPCS WIRELESS, INC.				
			Remit to: DALLAS	TX
3/28/2011	207119	50.00		
			TEXT MESSAGE RETRIEVAL SVC	50.00
Vendor Total		50.00		
FYTD for METROPCS WIRELESS, INC.		100.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
METZ, RANDALL				
			Remit to: ARCADIA	CA
3/7/2011	206771	363.00	PER DIEM-FIRE PREV. WORKSHOP	363.00
Vendor Total		363.00		
FYTD for METZ, RANDALL		363.00		
MILES, ROBERT				
			Remit to: MORENO VALLEY	CA
3/7/2011	882245	229.88	RETIREE MED MAR '11	229.88
Vendor Total		229.88		
FYTD for MILES, ROBERT		1,856.82		
MINARD, MARK E.				
			Remit to: REDLANDS	CA
3/7/2011	882246	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		2,805.21		
MIRACLE RECREATION EQUIPMENT				
			Remit to: CHICAGO	IL
3/14/2011	882309	4,238.65	PLAYGROUND EQUIP PARTS	4,238.65
Vendor Total		4,238.65		
FYTD for MIRACLE RECREATION EQUIPMENT		7,730.71		
MISTRETTA, ARTHUR				
			Remit to: MORENO VALLEY	CA
3/14/2011	882310	162.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
3/28/2011	882383	234.00	SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	72.00
Vendor Total		396.00		
FYTD for MISTRETTA, ARTHUR		2,466.00		
MOLLICA, MIKE				
			Remit to: DUNNELLON	FL
3/7/2011	882247	401.42	RETIREE MED MAR '11	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		3,612.78		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MONTEMAYOR, MICHELLE				
3/14/2011	206869	75.00	Remit to: MORENO VALLEY CA REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for MONTEMAYOR, MICHELLE		75.00		
MONTGOMERY PLUMBING INC				
3/14/2011	206870	362.50	Remit to: MORENO VALLEY CA EMERG REPAIR-FS #58	362.50
Vendor Total		362.50		
FYTD for MONTGOMERY PLUMBING INC		2,362.32		
MONTO, DANIEL				
3/21/2011	206996	48.96	Remit to: RIVERSIDE CA REIMB.-CONT. EDUC. SEMINAR REIMB.-RAINBIRD SEMINAR	23.97 24.99
Vendor Total		48.96		
FYTD for MONTO, DANIEL		48.96		
MORA, PATRICIA A.				
3/7/2011	882248	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		2,868.57		
MORENO VALLEY CHAMBER OF COMMERCE				
3/7/2011	206772	105.00	Remit to: MORENO VALLEY CA WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11 WAKE UP MEETING-2/23/11	15.00 15.00 15.00 15.00 15.00 15.00 15.00
3/21/2011	206997	6,000.00	BUSINESS SERVICES	6,000.00
Vendor Total		6,105.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		28,630.00		
MORENO VALLEY CHEVROLET				
3/21/2011	206998	5,075.00	Remit to: MORENO VALLEY CA REIMBURSE SPCL TAX	5,075.00
Vendor Total		5,075.00		
FYTD for MORENO VALLEY CHEVROLET		68,766.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CITY EMPLOYEES ASSOC.				
			<u>Remit to:</u>	
3/11/2011	2817	1,567.50		
			MVCEA DUES 3/11/11	1,567.50
3/25/2011	2825	1,562.00		
			MVCEA DUES 3/25/11	1,562.00
Vendor Total		3,129.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		31,354.50		
MORENO VALLEY GATEWAY, LLC				
			<u>Remit to:</u> SAN JUAN CAPISTRAN	CA
3/21/2011	882348	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
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		154,283.31		
MORENO VALLEY HISPANIC CHAMBER OF COMMER				
			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	206999	1,500.00		
			BUSINESS SERVICES	1,500.00
Vendor Total		1,500.00		
FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER		6,160.00		
MORENO VALLEY TAEKWONDO ACADEMY				
			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207000	23.40		
			REFUND-BUS LIC OVRPMT	23.40
Vendor Total		23.40		
FYTD for MORENO VALLEY TAEKWONDO ACADEMY		23.40		
MORENO VALLEY TOW & RADIATOR				
			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207001	2,228.75		
			TOWING SERVICES-POLICE	1,310.00
			TOWING SERVICES-POLICE	218.75
			TOWING SERVICES-POLICE	350.00
			TOWING SERVICES-POLICE	350.00
Vendor Total		2,228.75		
FYTD for MORENO VALLEY TOW & RADIATOR		4,298.75		
MORENO VALLEY UTILITY				
			<u>Remit to:</u> HEMET	CA
3/7/2011	206773	78.44		
			ELECTRICITY -UT FIELD OFFICE	78.44
3/14/2011	206871	77.12		
			ELECTRICITY-UT FIELD OFFICE	77.12
Vendor Total		155.56		
FYTD for MORENO VALLEY UTILITY		628,899.74		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORGAN, LISA A.				
			Remit to: MENTONE	CA
3/7/2011	882249	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		2,868.57		
MOUNTFORD, DENISE				
			Remit to: MORENO VALLEY	CA
3/7/2011	206774	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MOUNTFORD, DENISE		50.00		
MOUTON, JUDE				
			Remit to: MORENO VALLEY	CA
3/30/2011	207175	392.00	CATER/BOX LUNCHES-FORECL. SEM.	392.00
3/30/2011	207176	588.00	CATER/BOX LUNCHES-FORECL. SEM.	588.00
Vendor Total		980.00		
FYTD for MOUTON, JUDE		980.00		
MSA INLAND EMPIRE/DESERT CHAPTER				
			Remit to: GUASTI	CA
3/7/2011	206775	35.00	3/15/11 SUPERVISION TRNG CLASS	35.00
3/14/2011	206872	175.00	3/16/11 SUPERVISION TRNG CLASS	35.00
			3/16/11 SUPERVISION TRNG CLASS	35.00
			3/16/11 SUPERVISION TRNG CLASS	35.00
			3/16/11 SUPERVISION TRNG CLASS	35.00
Vendor Total		210.00		
FYTD for MSA INLAND EMPIRE/DESERT CHAPTER		460.00		
MUSICK, PEELER & GARRETT, LLP				
			Remit to: LOS ANGELES	CA
3/21/2011	207003	2,800.00	LEGAL SERVICES-HR	2,600.00
			LEGAL SERVICES-HR	200.00
Vendor Total		2,800.00		
FYTD for MUSICK, PEELER & GARRETT, LLP		21,459.34		
NAIOP-NATIONAL ASSOC OF INDUSTRIAL & OFF				
			Remit to: HERNDON	VA
3/21/2011	207004	395.00	ADVERTISING SVCS-EDD	395.00
Vendor Total		395.00		
FYTD for NAIOP-NATIONAL ASSOC OF INDUSTRIAL & OFF		395.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NATIONWIDE RETIREMENT SOLUTIONS				
			Remit to: COLUMBUS	OH
3/11/2011	2815	11,316.00	PST DEF COMP FOR FICA 3/11/11	11,316.00
3/11/2011	2816	24,042.24	DEF COMP-457 & 401(A) 3/11/11	24,042.24
3/25/2011	2823	14,449.66	PST DEF COMP FOR FICA 3/25/11	14,449.66
3/25/2011	2824	23,811.24	DEF COMP-457 & 401(A) 3/25/11	23,811.24
Vendor Total		73,619.14		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		622,699.75		
NATURE'S IMAGE, INC.				
			Remit to: LAKE FOREST	CA
3/21/2011	207005	10,877.50	MAINT OF DETENTION BASIN-LD	10,877.50
Vendor Total		10,877.50		
FYTD for NATURE'S IMAGE, INC.		19,883.50		
NAVARRETTE, RALPH				
			Remit to: RANCHO CUCAMONGA	CA
3/7/2011	882250	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for NAVARRETTE, RALPH		2,868.57		
NELSON, MICHELE				
			Remit to:	
3/28/2011	207120	250.00	PER DIEM-BATI INTERVIEW TRNG	250.00
Vendor Total		250.00		
FYTD for NELSON, MICHELE		250.00		
NELSON, ROBERT				
			Remit to: ONTARIO	CA
3/7/2011	882251	325.66	RETIREE MED MAR '11	325.66
Vendor Total		325.66		
FYTD for NELSON, ROBERT		2,810.58		
NELSON, RUTH L.				
			Remit to: PERRIS	CA
3/7/2011	882252	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NELSON, TIMOTHY IVAN				
			Remit to: GRAND TERRACE	CA
3/21/2011	207006	456.00		
			INSTRUCTION SVCS-12 DAYS	456.00
Vendor Total		456.00		
FYTD for NELSON, TIMOTHY IVAN		2,584.00		
NEUSTAEDTER, CRAIG S				
			Remit to: IRVINE	CA
3/7/2011	206776	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		2,868.57		
NEW HORIZON MOBILE HOME PARK				
			Remit to: LOS ANGELES	CA
3/14/2011	882311	11.45		
			REFUND-UT USER TAXES	11.45
Vendor Total		11.45		
FYTD for NEW HORIZON MOBILE HOME PARK		45.82		
NEWBERG, RONA				
			Remit to: MORENO VALLEY	CA
3/28/2011	207121	75.00		
			REFUND-SPAY DEPOSIT	75.00
Vendor Total		75.00		
FYTD for NEWBERG, RONA		75.00		
NIEBURGER, JUDITH A.				
			Remit to: MORENO VALLEY	CA
3/7/2011	206777	401.42		
			RETIREE MED MAR '11	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		3,612.78		
NINYO & MOORE GEOTECHNICAL				
			Remit to: SAN DIEGO	CA
3/14/2011	206873	697.25		
			IRONWD AVE/INDIAN BASIN PROJ	697.25
3/21/2011	207007	9,385.50		
			IRONWOOD AVE/INDIAN BASIN PROJ	9,385.50
Vendor Total		10,082.75		
FYTD for NINYO & MOORE GEOTECHNICAL		39,452.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NOBEL SYSTEMS				
			<u>Remit to:</u> SAN BERNARDINO CA	
3/7/2011	882253	15,000.00	GIS CONVERSION-TECH SVCS	15,000.00
3/28/2011	882384	10,460.00	GIS CONVERSION-ALL PLANS	4,500.00
			GIS CONVERSION-MVU PLANS	2,600.00
			GIS CONVERSION-STRM WTR PLANS	3,360.00
Vendor Total		25,460.00		
FYTD for NOBEL SYSTEMS		49,460.00		
NOBLES, GARRETT				
			<u>Remit to:</u> HEMET CA	
3/21/2011	207008	96.39	MILEAGE REIMBURSEMENT	96.39
Vendor Total		96.39		
FYTD for NOBLES, GARRETT		506.08		
OLD COUNTRY BAKERY				
			<u>Remit to:</u> CAMBRIDGE, O N CN	
3/21/2011	207009	39.47	REFUND-BUS LIC OVRPMT	39.47
Vendor Total		39.47		
FYTD for OLD COUNTRY BAKERY		39.47		
ORROCK, POPKA, FORTINO & BRISLIN				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	882349	321.95	LEGAL SERVICES-RISK MGT	321.95
Vendor Total		321.95		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		11,139.48		
OVERLAND PACIFIC & CUTLER, INC.				
			<u>Remit to:</u> LONG BEACH CA	
3/14/2011	882312	547.50	SR-60/NASON ST INTRCHNG PROJ	547.50
Vendor Total		547.50		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		102,492.75		
PACIFIC GREEN HORTICULTURAL SVC				
			<u>Remit to:</u> UPLAND CA	
3/7/2011	206823	989.00	FERTILIZATION SVC-E1	302.97
			FERTILIZATION SVC-E4	550.15
			FERTILIZATION SVC-E7	112.61
			FERTILIZATION SVC-E14	23.27
Vendor Total		989.00		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		6,537.83		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC MOBILE HOME CONSTRUCTION				
3/21/2011	882350	1,000.00	Remit to: CORONA CA GRANT WORK-26871 ALLESSANDRO	1,000.00
Vendor Total		1,000.00		
FYTD for PACIFIC MOBILE HOME CONSTRUCTION		10,000.00		
PACIFIC TELEMAGEMENT SERVICES				
3/14/2011	882313	438.48	Remit to: SAN RAMON CA PAYPHONE SVCS PAYPHONE SVCS	375.84 62.64
Vendor Total		438.48		
FYTD for PACIFIC TELEMAGEMENT SERVICES		3,946.32		
PAINTING BY ZEB BODE				
3/14/2011	206874	4,500.00	Remit to: NORCO CA PAINTING SVCS-CONF & REC CTR	4,500.00
Vendor Total		4,500.00		
FYTD for PAINTING BY ZEB BODE		10,050.00		
PATTERSON, ALFREY				
3/7/2011	206778	229.88	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	229.88
Vendor Total		229.88		
FYTD for PATTERSON, ALFREY		1,856.82		
PAUL, MICHAEL				
3/14/2011	206875	154.00	Remit to: HEMET CA SPORTS OFFICIATING SVCS SPORTS OFFICIATING SVCS	66.00 88.00
Vendor Total		154.00		
FYTD for PAUL, MICHAEL		1,549.00		
PEDLEY SQUARE VETERINARY CLINIC				
3/14/2011	882314	5,661.00	Remit to: RIVERSIDE CA VETERINARY SVCS-ANML SHLTR	5,661.00
3/28/2011	882385	5,366.00	VETERINARY SVCS-ANML SHLTR	5,366.00
Vendor Total		11,027.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		78,062.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PELAYO, ANTONIO				
			Remit to: MORENO VALLEY	CA
3/28/2011	207124	39.00	REFUND-HIP HOP CLASS REGIST	39.00
Vendor Total		39.00		
FYTD for PELAYO, ANTONIO		39.00		
PENA, IRIS				
			Remit to: MORENO VALLEY	CA
3/28/2011	207125	98.33	MILEAGE REIMBURSEMENT	98.33
Vendor Total		98.33		
FYTD for PENA, IRIS		515.33		
PERCEPTIVE ENTERPRISES, INC.				
			Remit to: LOS ANGELES	CA
3/7/2011	882255	2,640.00	PROF ON CALL DBE SVCS-PW	2,640.00
Vendor Total		2,640.00		
FYTD for PERCEPTIVE ENTERPRISES, INC.		7,080.00		
PERRY, NORMA				
			Remit to: PIONEER	CA
3/7/2011	206779	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		2,868.57		
PERS LONG TERM CARE PROGRAM				
			Remit to: PASADENA	CA
3/14/2011	206877	458.63	LONG TERM CARE INSURANCE	458.63
3/28/2011	207126	458.63	LONG TERM CARE INSURANCE	458.63
Vendor Total		917.26		
FYTD for PERS LONG TERM CARE PROGRAM		9,342.64		
PETIT, LILLIE BETH				
			Remit to: HEMET	CA
3/7/2011	206780	404.50	REFUND-CITATION DISMISSED	404.50
Vendor Total		404.50		
FYTD for PETIT, LILLIE BETH		404.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PETTY CASH - FINANCE			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207010	1,649.41		
			PETTY CASH FUND REPLENISHMENT	24.53
			PETTY CASH FUND REPLENISHMENT	23.06
			PETTY CASH FUND REPLENISHMENT	20.73
			PETTY CASH FUND REPLENISHMENT	34.30
			PETTY CASH FUND REPLENISHMENT	15.40
			PETTY CASH FUND REPLENISHMENT	23.50
			PETTY CASH FUND REPLENISHMENT	12.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	17.09
			PETTY CASH FUND REPLENISHMENT	27.60
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	4.25
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	1.50
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	5.46
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	57.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	50.00
			PETTY CASH FUND REPLENISHMENT	49.30
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	44.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	43.83
			PETTY CASH FUND REPLENISHMENT	63.24
			PETTY CASH FUND REPLENISHMENT	43.00
			PETTY CASH FUND REPLENISHMENT	11.05
			PETTY CASH FUND REPLENISHMENT	11.19
			PETTY CASH FUND REPLENISHMENT	8.92
			PETTY CASH FUND REPLENISHMENT	16.30
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	22.82
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	16.98
			PETTY CASH FUND REPLENISHMENT	8.00



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	60.00
			PETTY CASH FUND REPLENISHMENT	46.10
			PETTY CASH FUND REPLENISHMENT	63.59
			PETTY CASH FUND REPLENISHMENT	7.57
			PETTY CASH FUND REPLENISHMENT	52.00
			PETTY CASH FUND REPLENISHMENT	52.00
			PETTY CASH FUND REPLENISHMENT	19.50
			PETTY CASH FUND REPLENISHMENT	30.50
			PETTY CASH FUND REPLENISHMENT	28.50
			PETTY CASH FUND REPLENISHMENT	40.40
			PETTY CASH FUND REPLENISHMENT	31.62
			PETTY CASH FUND REPLENISHMENT	2.50
			PETTY CASH FUND REPLENISHMENT	27.54
			PETTY CASH FUND REPLENISHMENT	54.06
			PETTY CASH FUND REPLENISHMENT	86.56
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	2.74
			PETTY CASH FUND REPLENISHMENT	26.64
			PETTY CASH FUND REPLENISHMENT	43.49
			PETTY CASH FUND REPLENISHMENT	39.07
			PETTY CASH FUND REPLENISHMENT	-0.02

Vendor Total 1,649.41

FYTD for PETTY CASH - FINANCE	5,019.81
--------------------------------------	-----------------

POIEMA LANDSCAPE, INC.			Remit to:	COLTON	CA
3/7/2011	882257	1,712.15			
			LANDSCAPE MAINT-ZONE S		1,712.15
3/21/2011	882351	3,843.15			
			LANDSCAPE MAINT-ZONE S		1,712.15
			LANDSCAPE MAINT-E12		2,131.00

Vendor Total 5,555.30

FYTD for POIEMA LANDSCAPE, INC.	38,740.05
--	------------------

POSTMASTER			Remit to:	MORENO VALLEY	CA
3/14/2011	206878	370.00			
			FOR CSD BROCHURES/SPEC BALLOTS		185.00
			NEW CSD BROCHURE/BALLOT PERMIT		185.00
3/28/2011	207127	185.00			
			STANDARD MAIL ANNUAL FEE		185.00

Vendor Total 555.00

FYTD for POSTMASTER	24,349.87
----------------------------	------------------

PREMIER PARTY & TENT RENTALS			Remit to:	MORENO VALLEY	CA
3/30/2011	207177	4,290.20			
			RENTAL OF EQUIP.-FORECLS. SEM.		4,290.20

Vendor Total 4,290.20

FYTD for PREMIER PARTY & TENT RENTALS	4,290.20
--	-----------------



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PRICE, GEORGE E.				
3/7/2011	882258	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		2,868.57		
PROACTIVE ENGINEERING CONSULTANTS, INC.				
3/14/2011	882315	21,514.00	Remit to: CORONA CA KITCHING ST IMPRVMENTS PROJ	21,514.00
Vendor Total		21,514.00		
FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.		62,251.94		
PROTECTION ONE, INC.				
3/21/2011	207012	42.00	Remit to: WITCHITA KS MONITORING SVCS-PRO SHOP MONITORING SVCS-MVTV STUDIO	21.00 21.00
Vendor Total		42.00		
FYTD for PROTECTION ONE, INC.		362.00		
PULLIAM, TRENT D.				
3/7/2011	882259	318.73	Remit to: MISSION VIEJO CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		2,868.57		
PW ENHANCEMENT CENTER				
3/28/2011	882386	2,120.36	Remit to: MORENO VALLEY CA CDBG SVCS-EMERG SVCS PRGM	2,120.36
Vendor Total		2,120.36		
FYTD for PW ENHANCEMENT CENTER		56,148.68		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
R & S OVERHEAD DOORS, INC.				
			Remit to: FONTANA	CA
3/7/2011	882260	805.00		
			DOOR MAINT SVC-UT FLD OFFICE	121.00
			DOOR MAINT SVC-SENIOR CTR	161.00
			DOOR MAINT SVC-CITY YARD	241.00
			DOOR MAINT SVC-ANNEX BLDG	50.33
			DOOR MAINT SVC-ANNEX BLDG	50.33
			DOOR MAINT SVC-ANNEX BLDG	50.34
			DOOR MAINT SVC-ANML SHLTR	131.00
3/14/2011	882316	1,659.00		
			DOOR MAINT-FS #6	201.00
			DOOR MAINT-FS #58	201.00
			DOOR MAINT-FS #91	201.00
			DOOR MAINT-FS #2	201.00
			DOOR MAINT-FS #65	141.00
			DOOR MAINT-FS #48	141.00
			DOOR AIRSWITCH INSTALL-FS #58	573.00
3/21/2011	882352	534.00		
			GATE MAINT-ANML SHLTR	169.00
			GATE MAINT-ANML SHLTR	194.00
			GATE MAINT-PSB	151.00
			GATE MAINT-PSB	20.00
Vendor Total		2,998.00		
FYTD for R & S OVERHEAD DOORS, INC.		18,760.25		
RALLY MANAGEMENT SERVICES, LLC				
			Remit to: RANCHO CUCAMONGA	CA
3/14/2011	882317	4,462.56		
			TEMP SVCS-R HENDERSON W/E 2/6	719.28
			TEMP SVCS-R HENDERSON W/E 2/13	719.28
			TEMP SVCS-R HENDERSON W/E 2/20	759.24
			TEMP SVCS-J RODRIGUEZ W/E 2/6	754.92
			TEMP SVCS-J RODRIGUEZ W/E 2/13	754.92
			TEMP SVCS-J RODRIGUEZ W/E 2/20	754.92
3/28/2011	882387	2,948.40		
			TEMP SVCS-R HENDERSON W/E 2/27	719.28
			TEMP SVCS-R HENDERSON W/E 3/6	719.28
			TEMP SVCS-J RODRIGUEZ W/E 2/27	754.92
			TEMP SVCS-J RODRIGUEZ W/E 3/6	754.92
Vendor Total		7,410.96		
FYTD for RALLY MANAGEMENT SERVICES, LLC		58,707.95		
RAMIREZ PROPERTY				
			Remit to: CAMARILLO	CA
3/7/2011	206781	34.76		
			REFUND-BUS LIC OVRPMT	34.76
Vendor Total		34.76		
FYTD for RAMIREZ PROPERTY		34.76		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RAMIREZ, MARISOL				
			Remit to: MORENO VALLEY	CA
3/28/2011	207128	18.00	INSTRUCTOR SVCS-FOLKLORICO DAN	18.00
Vendor Total		18.00		
FYTD for RAMIREZ, MARISOL		18.00		
RAMOS, AUGUSTIN				
			Remit to: WHITTIER	CA
3/28/2011	207129	22.04	REFUND-BUS LIC OVRPMT	22.04
Vendor Total		22.04		
FYTD for RAMOS, AUGUSTIN		22.04		
RANCHO DORADO APARTMENTS				
			Remit to: ANAHEIM	CA
3/7/2011	206782	54.26	REFUND-BUS LIC OVRPMT	54.26
Vendor Total		54.26		
FYTD for RANCHO DORADO APARTMENTS		54.26		
RAY-RAMIREZ, DARCY L.				
			Remit to: RIVERSIDE	CA
3/7/2011	206783	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		1,593.65		
REAVES, TANISHA M.				
			Remit to: PERRIS	CA
3/7/2011	206784	103.27	REFUND-MVU	105.27
			REFUND-MVU	-2.00
Vendor Total		103.27		
FYTD for REAVES, TANISHA M.		103.27		
REDBOX AUTOMATED RETAIL, LLC				
			Remit to: OAKBROOK TERRACE	IL
3/21/2011	207013	61.00	REFUND-BUS LIC OVRPMT	61.00
Vendor Total		61.00		
FYTD for REDBOX AUTOMATED RETAIL, LLC		248.00		
REDEL, LINDA				
			Remit to: IRVINE	CA
3/21/2011	207014	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for REDEL, LINDA		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RESCUE ROOTER				
			Remit to: RIVERSIDE	CA
3/14/2011	206879	3,480.00	EMERG REPAIR-STARS BLDG	3,480.00
3/21/2011	207015	142.00	EMERG REPAIR-FS #6	142.00
Vendor Total		3,622.00		
FYTD for RESCUE ROOTER		5,591.50		
RICHARD, CARLA				
			Remit to: MORENO VALLEY	CA
3/14/2011	206880	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for RICHARD, CARLA		50.00		
RICK'S ENVIRONMENTAL				
			Remit to: LA MIRADA	CA
3/7/2011	206785	900.00	EMERG REPAIRS-PSB	600.00
			EMERG REPAIRS-FS #65	300.00
Vendor Total		900.00		
FYTD for RICK'S ENVIRONMENTAL		900.00		
RIGHTWAY SITE SERVICES, INC.				
			Remit to: LAKE ELSINORE	CA
3/21/2011	207016	72.38	PORTABLE RESTROOM-GOLF COURSE	72.38
Vendor Total		72.38		
FYTD for RIGHTWAY SITE SERVICES, INC.		72.38		
RIVERSIDE AREA RAPE CRISIS CENTER				
			Remit to: RIVERSIDE	CA
3/14/2011	206881	1,164.65	CDBG SVCS-ABUSE PREV PRGM	495.84
			CDBG SVCS-ABUSE PREV PRGM	668.81
Vendor Total		1,164.65		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER		4,481.66		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
			<u>Remit to:</u> MORENO VALLEY	CA
3/7/2011	206786	750.01		
			REFUND-CRC RNTL DEP	0.01
			REFUND-CRC RNTL DEP	750.00
3/14/2011	206882	16,940.00		
			YTH JOB TRAINING PRGM-EDD	1,761.99
			YTH JOB TRAINING PRGM-EDD	9,589.12
			YTH JOB TRAINING PRGM-EDD	2,973.63
			YTH JOB TRAINING PRGM-EDD	2,615.26
Vendor Total		17,690.01		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		38,705.35		
RIVERSIDE CONSTRUCTION COMPANY, INC				
			<u>Remit to:</u> RIVERSIDE	CA
3/22/2011	110309	21,504.22		
			RETENTN PYMT PER ESCROW AGRMNT	21,504.22
3/22/2011	110310	7,678.51		
			RETENTN PYMT PER ESCROW AGRMNT	7,678.51
3/22/2011	110311	2,132.57		
			RETENTN PYMT PER ESCROW AGRMNT	2,132.57
Vendor Total		31,315.30		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		2,259,475.70		
RIVERSIDE COUNTY ASSESSOR				
			<u>Remit to:</u> RIVERSIDE	CA
3/28/2011	207130	87.00		
			PARCEL MAP COPIES	9.75
			PARCEL MAP COPIES	12.00
			PARCEL MAP COPIES	9.75
			PARCEL MAP COPIES	12.00
			PARCEL MAP COPIES	9.75
			PARCEL MAP COPIES	12.00
			PARCEL MAP COPIES	9.75
			PARCEL MAP COPIES	12.00
Vendor Total		87.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		99.00		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
			<u>Remit to:</u> RIVERSIDE	CA
3/14/2011	206883	50.00		
			DFA FOR RABIES-ANML SVCS	50.00
Vendor Total		50.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		500.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
			Remit to: RIVERSIDE	CA
3/7/2011	206787	1,799.71		
			VPN CONNECTION-TECH SVCS	30.26
			RADIO SERVICE/MAINT-PD	1,769.45
3/28/2011	207131	30.26		
			VPN CONNECTION SVCS	30.26
Vendor Total		1,829.97		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		17,286.55		
RIVERSIDE COUNTY OFFICE OF EDUCATION				
			Remit to: RIVERSIDE	CA
3/10/2011	206824	35.00		
			STUDENT ACADEMIC AWARDS DINNER	35.00
3/21/2011	207017	150.00		
			WORKSHOP FOR STARS	125.00
			WORKSHOP FOR STARS	25.00
3/28/2011	207132	172.00		
			REFUND-ADV ENERGY FEE	172.00
Vendor Total		357.00		
FYTD for RIVERSIDE COUNTY OFFICE OF EDUCATION		657.00		
RIVERSIDE COUNTY SHERIFF				
			Remit to: RIVERSIDE	CA
3/21/2011	882353	7,338.93		
			BOOKING FEES-POLICE	7,338.93
Vendor Total		7,338.93		
FYTD for RIVERSIDE COUNTY SHERIFF		17,505,010.63		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
			Remit to: RIVERSIDE	CA
3/14/2011	206884	2,119.00		
			REG.-DUI TRNG COURSE	142.00
			REG.-DUI TRNG COURSE	142.00
			REG.-TRAFF COLL INV/MTR VEH.	287.00
			REG.-TRAFF COLL INV-VEH DYNMCS	231.00
			REG.-TRAFF COLL INV RECONSTR.	439.00
			REG.-TRAFF COLL INV RECONSTR.	439.00
			REG.-TRAFF COLL INV RECONSTR.	439.00
3/21/2011	207018	138.00		
			REG.-CRIMINAL INVESTIG. COURSE	138.00
Vendor Total		2,257.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		10,518.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
			<u>Remit to:</u> RIVERSIDE	CA
3/14/2011	206885	2,295.44		
			GARNISHMENT	133.92
			GARNISHMENT	157.66
			GARNISHMENT	474.75
			GARNISHMENT	522.77
			GARNISHMENT	435.00
			GARNISHMENT	571.34
3/28/2011	207133	1,020.19		
			GARNISHMENT	122.23
			GARNISHMENT	163.16
			GARNISHMENT	474.93
			GARNISHMENT	12.64
			GARNISHMENT	247.23
Vendor Total		3,315.63		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		15,829.42		
RIVERSIDE COUNTY SHERIFF MV				
			<u>Remit to:</u> MORENO VALLEY	CA
3/7/2011	206788	3,077.83		
			EXTRA POLICE DUTY-RANCHO VERDE	954.06
			EXTRA POLICE DUTY-RANCHO VERDE	8.80
			EXTRA POLICE DUTY-RANCHO VERDE	1,448.75
			EXTRA POLICE DUTY-RANCHO VERDE	42.24
			SOBRIETY & D/L CKPNT-1/28/11	311.99
			SOBRIETY CKPNT-12/30/10	311.99
3/28/2011	207134	443.38		
			EXTRA DUTY SVCS	404.83
			EXTRA DUTY SVCS	38.55
Vendor Total		3,521.21		
FYTD for RIVERSIDE COUNTY SHERIFF MV		178,600.45		
RLZ ENGINEERING				
			<u>Remit to:</u> CORONA	CA
3/21/2011	882354	5,921.00		
			TEMP STAFFING SVCS-CAP PROJS	5,921.00
Vendor Total		5,921.00		
FYTD for RLZ ENGINEERING		54,095.00		
ROBINSON, ERIC				
			<u>Remit to:</u> MORENO VALLEY	CA
3/14/2011	206886	25.00		
			PER DIEM-ANNL MADD EVENT	25.00
Vendor Total		25.00		
FYTD for ROBINSON, ERIC		25.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROBINSON, JOAQUIN DIEGO				
			Remit to: RIVERSIDE	CA
3/21/2011	207019	304.00		
			INSTRUCTION SVCS-8 DAYS	304.00
Vendor Total		304.00		
FYTD for ROBINSON, JOAQUIN DIEGO		1,558.00		
RODRIGUEZ, ANITA				
			Remit to: MORENO VALLEY	CA
3/21/2011	207020	45.00		
			REFUND-PIANO CLASS	45.00
Vendor Total		45.00		
FYTD for RODRIGUEZ, ANITA		45.00		
RODRIGUEZ, HECTOR				
			Remit to: MORENO VALLEY	CA
3/21/2011	207021	200.00		
			SPORTS OFFICIATING SVCS	120.00
			SPORTS OFFICIATING SVCS	80.00
3/28/2011	207135	80.00		
			SPORTS OFFICIATING SVCS	80.00
Vendor Total		280.00		
FYTD for RODRIGUEZ, HECTOR		1,000.00		
RODRIGUEZ, LAUREN				
			Remit to: MORENO VALLEY	CA
3/28/2011	207136	79.05		
			MILEAGE REIMBURSEMENT	79.05
Vendor Total		79.05		
FYTD for RODRIGUEZ, LAUREN		677.46		
ROGERS, EUGENE				
			Remit to: PALM SPRINGS	CA
3/7/2011	882261	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		2,868.57		
ROGERS, KIANNA				
			Remit to: MORENO VALLEY	CA
3/28/2011	207137	57.63		
			MILEAGE REIMBURSEMENT	57.63
Vendor Total		57.63		
FYTD for ROGERS, KIANNA		1,029.63		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROSS, DAVID T.				
			<u>Remit to:</u> MORENO VALLEY CA	
3/7/2011	882262	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		2,868.57		
ROSSON, LOUIS A.				
			<u>Remit to:</u> PERRIS CA	
3/7/2011	882263	270.80	RETIREE MED FEB '11, PD MAR'11	96.50
			RETIREE MED MAR '11	174.30
Vendor Total		270.80		
FYTD for ROSSON, LOUIS A.		2,647.16		
RUSSO, JOHN				
			<u>Remit to:</u> RANCHO MIRAGE CA	
3/7/2011	882264	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		2,868.57		
RUVALCABA, RAFAEL				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	207022	342.00	INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		342.00		
FYTD for RUVALCABA, RAFAEL		798.00		
S & J INTERIORS				
			<u>Remit to:</u> YORBA LINDA CA	
3/21/2011	207023	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for S & J INTERIORS		25.00		
SAFEWAY SIGN CO.				
			<u>Remit to:</u> ADELANTO CA	
3/21/2011	207024	3,640.96	TRAFFIC SUPPLIES	2,751.38
			TRAFFIC SUPPLIES	889.58
Vendor Total		3,640.96		
FYTD for SAFEWAY SIGN CO.		6,734.30		
SAGASTUME, MARIO				
			<u>Remit to:</u> HEMET CA	
3/21/2011	207025	418.00	INSTRUCTION SVCS-11 DAYS	418.00
Vendor Total		418.00		
FYTD for SAGASTUME, MARIO		722.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SAN PEDRO ELECTRIC SIGN CO				
3/7/2011	206789	20.74	Remit to: WILMINGTON CA REFUND-BUS LIC OVRPMT	20.74
Vendor Total		20.74		
FYTD for SAN PEDRO ELECTRIC SIGN CO		20.74		
SANCHEZ, JOSE				
3/28/2011	207138	61.00	Remit to: MORENO VALLEY CA REFUND-SOCCER REGIST FEE	61.00
Vendor Total		61.00		
FYTD for SANCHEZ, JOSE		61.00		
SANDOVAL, CHRISTINA				
3/14/2011	206887	300.00	Remit to: MORENO VALLEY CA REFUND-RNTL DEP 2/19/11	300.00
Vendor Total		300.00		
FYTD for SANDOVAL, CHRISTINA		300.00		
SANSEI				
3/21/2011	207026	91.75	Remit to: RANCHO PALOS VERDE CA REFUND-BUS LIC OVRPMT	91.75
Vendor Total		91.75		
FYTD for SANSEI		91.75		
SANTA YNEZ VALLEY MARRIOTT				
3/7/2011	206790	472.00	Remit to: BUELLTON CA R. METZ-LODGING DURING WRKSHOP	472.00
3/7/2011	206791	472.00	P. VILLALOBOS-LODGING/WORKSHOP	472.00
Vendor Total		944.00		
FYTD for SANTA YNEZ VALLEY MARRIOTT		944.00		
SCHINDLER ELEVATOR CORP				
3/21/2011	207027	27.01	Remit to: MORRISTOWN NJ REFUND-BUS LIC OVRPMT	27.01
Vendor Total		27.01		
FYTD for SCHINDLER ELEVATOR CORP		27.01		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SCHOLASTIC, INC.				
			Remit to: ST. CHARLES	IL
3/21/2011	207028	1,312.21		
			MISC BOOKS-STARS	1,203.86
			MISC BOOKS-STARS	108.35
Vendor Total		1,312.21		
FYTD for SCHOLASTIC, INC.		17,931.39		
SCMAF S. CA MUNI. ATHLETIC FEDERATION				
			Remit to: SOUTH EL MONTE	CA
3/21/2011	207029	66.00		
			YTH BASKETBALL REGISTRATION	66.00
Vendor Total		66.00		
FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION		66.00		
SECTRAN SECURITY, INC				
			Remit to: LOS ANGELES	CA
3/7/2011	206792	463.50		
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-TREASURY	154.50
3/28/2011	207139	472.50		
			ARMORED TRANSPORT SVCS-PARKS	157.50
			ARMORED TRANSPORT SVCS-UTILITY	157.50
			ARMORED TRANSPORT SVCS-FASD	157.50
Vendor Total		936.00		
FYTD for SECTRAN SECURITY, INC		4,644.00		
SECURITY LOCK & KEY				
			Remit to: YUCAIPA	CA
3/7/2011	882265	94.14		
			DOOR HANDLE REPAIR-ESA ANNX	94.14
Vendor Total		94.14		
FYTD for SECURITY LOCK & KEY		3,091.68		
SEWELL'S RIVERSIDE DAIRY INC				
			Remit to: RIVERSIDE	CA
3/7/2011	206793	68.22		
			REFUND-BUS LIC OVRPMT	68.22
Vendor Total		68.22		
FYTD for SEWELL'S RIVERSIDE DAIRY INC		68.22		
SHAH, ARPI				
			Remit to: LOMA LINDA	CA
3/14/2011	206888	750.00		
			REFUND-RNTL DEP 2/11/11	750.00
Vendor Total		750.00		
FYTD for SHAH, ARPI		750.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHAH, JAGDISH				
			<u>Remit to:</u> DIAMOND BAR CA	
3/1/2011	882204	18,360.00	TEMP STAFFING SVCS-CAP PROJS	18,360.00
3/21/2011	882355	4,800.00	TEMP STAFFING SVCS-CAP PROJS	4,800.00
Vendor Total		23,160.00		
FYTD for SHAH, JAGDISH		145,200.00		
SHAMESON, HELEN				
			<u>Remit to:</u> MORENO VALLEY CA	
3/21/2011	207030	140.75	REFUND-DOG TRNG CLASS	140.75
Vendor Total		140.75		
FYTD for SHAMESON, HELEN		140.75		
SHARRETT, SHARON K.				
			<u>Remit to:</u> ONTARIO CA	
3/7/2011	206794	174.30	RETIREE MED MAR '11	174.30
Vendor Total		174.30		
FYTD for SHARRETT, SHARON K.		1,683.06		
SHELDON, STUART H.				
			<u>Remit to:</u> MURRIETA CA	
3/7/2011	206795	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		2,868.57		
SHELL OIL CO.				
			<u>Remit to:</u> COLUMBUS OH	
3/14/2011	206889	59.93	FUEL PURCHASE	59.93
3/28/2011	207140	131.83	FUEL PURCHASES	131.83
3/28/2011	207141	19.73	FUEL PURCHASE	19.73
Vendor Total		211.49		
FYTD for SHELL OIL CO.		13,296.11		
SHERIFF'S SPECIAL EVENTS				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	207032	60.00	ANNUAL DEPT AWARDS CEREMONY	20.00
			ANNUAL DEPT AWARDS CEREMONY	20.00
			ANNUAL DEPT AWARDS CEREMONY	20.00
Vendor Total		60.00		
FYTD for SHERIFF'S SPECIAL EVENTS		60.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHURTLEFF, JEANNETTE L.				
3/21/2011	882356	684.00	Remit to: LAKE ELSINORE CA INSTRUCTION SVCS-18 DAYS	684.00
Vendor Total		684.00		
FYTD for SHURTLEFF, JEANNETTE L.		4,104.00		
SIEMENS INDUSTRY, INC				
3/21/2011	207033	99.36	Remit to: LISLE IL REFUND-BUS LIC OVRPMT	99.36
Vendor Total		99.36		
FYTD for SIEMENS INDUSTRY, INC		99.36		
SIMMONS, SCOTT				
3/28/2011	207142	167.54	Remit to: CORONA CA MILEAGE-WIN7 SUPPORT TECH TRNG	167.54
Vendor Total		167.54		
FYTD for SIMMONS, SCOTT		167.54		
SIMPLEX GRINNELL, LP				
3/7/2011	206797	40.32	Remit to: BOCA RATON CA REFUND-BUS LIC OVRPMT	40.32
Vendor Total		40.32		
FYTD for SIMPLEX GRINNELL, LP		40.32		
SKY PUBLISHING				
3/21/2011	207034	8,770.00	Remit to: MORENO VALLEY CA PRINTING SVCS-SOARING MAGAZINE	8,770.00
Vendor Total		8,770.00		
FYTD for SKY PUBLISHING		53,379.00		
SKY TRAILS MOBILE VILLAGE				
3/14/2011	882319	66.71	Remit to: LOS ANGELES CA REFUND-UT USER TAXES	66.71
Vendor Total		66.71		
FYTD for SKY TRAILS MOBILE VILLAGE		335.91		
SLAGERMAN, SUSAN A.				
3/7/2011	882266	637.46	Remit to: MORENO VALLEY CA RETIREE MED JAN-FEB '11	637.46
Vendor Total		637.46		
FYTD for SLAGERMAN, SUSAN A.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SLOVER, JASON				
3/7/2011	206798	325.00	Remit to: PER DIEM-D.U.I. TRNG SEMINAR	325.00
Vendor Total		325.00		
FYTD for SLOVER, JASON		325.00		
SMITH, MARIA A.				
3/7/2011	882267	318.73	Remit to: MORENO VALLEY CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		2,849.73		
SMUS, PAULA				
3/14/2011	206890	46.98	Remit to: RIVERSIDE CA MILEAGE REIMBURSEMENT	46.98
Vendor Total		46.98		
FYTD for SMUS, PAULA		324.08		
SO CAL WEST REALTY				
3/21/2011	207035	38.33	Remit to: MORENO VALLEY CA REFUND-BUS LIC OVRPMT	38.33
Vendor Total		38.33		
FYTD for SO CAL WEST REALTY		38.33		
SOLORIO, MARIA				
3/28/2011	207143	61.00	Remit to: MORENO VALLEY CA REFUND-SOCCER REGIST FEE	61.00
Vendor Total		61.00		
FYTD for SOLORIO, MARIA		61.00		
SOURCE REFRIGERATION & H V A C, INC				
3/7/2011	206799	54.89	Remit to: ANAHEIM CA REFUND-BUS LIC OVRPMT	54.89
Vendor Total		54.89		
FYTD for SOURCE REFRIGERATION & H V A C, INC		54.89		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON			<u>Remit to:</u> ROSEMEAD	CA
3/7/2011	206800	21,481.58		
			ELECTRICITY	114.42
			ELECTRICITY	145.24
			ELECTRICITY	1,079.86
			ELECTRICITY	1,800.10
			ELECTRICITY	136.26
			ELECTRICITY	198.21
			ELECTRICITY	411.45
			ELECTRICITY	843.54
			ELECTRICITY	153.66
			ELECTRICITY	382.56
			ELECTRICITY	24.62
			ELECTRICITY	1,263.21
			ELECTRICITY	191.26
			ELECTRICITY	94.20
			ELECTRICITY	46.75
			ELECTRICITY	82.80
			ELECTRICITY-WDAT CHRGS	366.71
			IFA CHARGES-SUBSTATION	14,146.73
3/14/2011	206891	20,440.87		
			IFA CHARGES-SUBSTATION	14,146.73
			ELECTRICITY	68.64
			ELECTRICITY	94.94
			ELECTRICITY	46.46
			ELECTRICITY	1,425.28
			ELECTRICITY	853.19
			ELECTRICITY	838.05
			ELECTRICITY	399.59
			ELECTRICITY	478.04
			ELECTRICITY	964.04
			ELECTRICITY	844.41
			ELECTRICITY	137.64
			ELECTRICITY	69.82
			ELECTRICITY	23.30
			ELECTRICITY	50.74
3/28/2011	207144	20,332.30		
			ELECTRIC CHARGES	379.45
			ELECTRICITY	194.43
			ELECTRICITY	24.62
			ELECTRICITY	5,405.13
			ELECTRICITY	2,540.42
			ELECTRICITY	19.24
			ELECTRICITY	568.42
			ELECTRICITY	1,598.17
			ELECTRICITY	179.43
			ELECTRICITY	5,278.50
			ELECTRICITY	301.21
			ELECTRICITY	51.74
			ELECTRICITY	1,787.96
			ELECTRICITY	226.50
			ELECTRICITY	451.43
			ELECTRICITY	611.39



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	201.44
			ELECTRICITY	167.57
			ELECTRICITY	37.40
			ELECTRICITY	18.35
			ELECTRICITY	108.64
			ELECTRICITY	111.86
			ELECTRICITY	43.68
			ELECTRICITY	25.32

Vendor Total **62,254.75**

FYTD for SOUTHERN CALIFORNIA EDISON	3,487,715.39
--	---------------------

SOUTHERN CALIFORNIA GAS CO. Remit to: **MONTEREY PARK** **CA**

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
3/21/2011	207037	11,733.18		
			GAS CHARGES	1,324.67
			GAS CHARGES	3,557.97
			GAS CHARGES	96.79
			GAS CHARGES	200.19
			GAS CHARGES	814.90
			GAS CHARGES	443.58
			GAS CHARGES	198.67
			GAS CHARGES	1,358.25
			GAS CHARGES	492.28
			GAS CHARGES	406.39
			GAS CHARGES	378.18
			GAS CHARGES	506.92
			GAS CHARGES	356.30
			GAS CHARGES	568.32
			GAS CHARGES	48.81
			GAS CHARGES	980.96

Vendor Total **11,733.18**

FYTD for SOUTHERN CALIFORNIA GAS CO.	59,748.51
---	------------------

SPARKLETTS Remit to: **DALLAS** **TX**

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
3/7/2011	206802	44.42		
			WATER SERVICE	12.28
			WATER SERVICE	27.64
			WATER SERVICE-EOC	4.50
3/21/2011	207038	23.69		
			WATER SERVICE-SNNYMD ELEM	23.69
3/28/2011	207147	22.54		
			WATER SERVICE-ARMADA ELEM	4.50
			WATER SERVICE-CREEKSIDE ELEM	13.54
			WATER SERVICE-GOLF COURSE	4.50

Vendor Total **90.65**

FYTD for SPARKLETTS	556.95
----------------------------	---------------



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPECK, GARY B.				
			Remit to: MORENO VALLEY	CA
3/7/2011	882268	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		2,868.57		
SPECTRUM CARE				
			Remit to: FOOTHILL RANCH	CA
3/21/2011	882357	12,333.33	LANDSCAPE MAINT-E1	10,540.00
			LANDSCAPE MAINT-E1A	1,793.33
3/21/2011	882358	74.00	REFUND-BUS LIC OVRPMT	74.00
Vendor Total		12,407.33		
FYTD for SPECTRUM CARE		115,576.02		
SPENCER, MARTHA				
			Remit to: MORENO VALLEY	CA
3/7/2011	882269	229.88	RETIREE MED MAR '11	229.88
Vendor Total		229.88		
FYTD for SPENCER, MARTHA		1,856.82		
SPRINGCREST POOL SERVICE				
			Remit to: MORENO VALLEY	CA
3/7/2011	206803	37.21	REFUND-BUS LIC OVRPMT	37.21
Vendor Total		37.21		
FYTD for SPRINGCREST POOL SERVICE		37.21		
SPRINT/NEXTEL				
			Remit to: CAROL STREAM	IL
3/7/2011	882270	37.06	CELL PHONE SVCS-GANG TASK FRC	37.06
3/28/2011	882390	608.95	CELL PHONE SVCS-GANG TASK FRC	608.95
Vendor Total		646.01		
FYTD for SPRINT/NEXTEL		3,880.39		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
			<u>Remit to:</u> RIVERSIDE CA	
3/7/2011	882271	842.00		
			MONITORING SVCS-CITY YARD	627.00
			MONITORING SVCS-TRANSP TRLR	105.00
			MONITORING SVCS-EOC	110.00
3/14/2011	882320	1,384.88		
			MONITORING SVCS-PSB	194.85
			TIME/MATERIAL CHRGS-EOC	220.00
			TIME/MATERIAL CHRGS-EOC	340.00
			MONITORING SVCS-SENIOR CTR	333.03
			MONITORING SVCS-SPCL DIST	105.00
			MONITORING SVCS-FAC ANNEX	192.00
	Vendor Total	2,226.88		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		20,941.87		
STANTEC CONSULTING CORPORATION				
			<u>Remit to:</u> REDMOND WA	
3/28/2011	207148	27.48		
			REFUND-BUS LIC OVRPMT	27.48
	Vendor Total	27.48		
FYTD for STANTEC CONSULTING CORPORATION		27.48		
STARK, BREANNA				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206892	400.00		
			REFUND-TOURNAMENT FEE	400.00
	Vendor Total	400.00		
FYTD for STARK, BREANNA		400.00		
STATE BOARD OF EQUALIZATION				
			<u>Remit to:</u> SACRAMENTO CA	
3/22/2011	22811	2,093.00		
			SALES & USE TAX 2/1-2/28/11	2,093.00
	Vendor Total	2,093.00		
FYTD for STATE BOARD OF EQUALIZATION		25,402.31		
STATE DISBURSEMENT UNIT				
			<u>Remit to:</u> WEST SACRAMENTO CA	
3/3/2011	2806	2,230.76		
			CHILD SUPPORT W/H 3/3/11	2,230.76
3/31/2011	2822	2,254.21		
			CHILD SUPPORT W/H 3/31/11	2,254.21
3/17/2011	2814	2,288.18		
			CHILD SUPPORT W/H 3/17/11	2,288.18
	Vendor Total	6,773.15		
FYTD for STATE DISBURSEMENT UNIT		29,499.12		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIF/DEPT OF INDUSTRIAL				
			<u>Remit to:</u> SAN FRANCISCO CA	
3/21/2011	207039	125.00	WHEELCHAIR LIFT INSPECTION	125.00
Vendor Total		125.00		
FYTD for STATE OF CALIF/DEPT OF INDUSTRIAL		350.00		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
			<u>Remit to:</u> SACRAMENTO CA	
3/7/2011	206805	1,211.00	BLOOD ALCHL ANLYS-PD	315.00
			FINGERPRINTING SVC-HR	64.00
			FINGERPRINTING SVC-EMRG MGT	32.00
			FINGERPRINTING SVC-TREASURY	640.00
			FINGERPRINTING SVCS-PD	160.00
3/14/2011	206893	2,896.00	FINGERPRINTING SVCS-PD	2,896.00
3/21/2011	207040	1,161.00	FINGERPRINTING SVCS-HR	128.00
			FINGERPRINTING SVCS-TREASURY	32.00
			BLOOD ALCHL ANALYSIS-POLICE	70.00
			BLOOD ALCHL ANALYSIS-POLICE	35.00
			FINGERPRINTING SVCS-PD	320.00
			FINGERPRINTING SVCS-PD	512.00
			FINGERPRINTING SVCS-PD	64.00
Vendor Total		5,268.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		48,226.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
			<u>Remit to:</u> CORONA CA	
3/21/2011	207041	3,290.88	TRANSCRIPTION SVCS-POLICE	3,290.88
Vendor Total		3,290.88		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		27,284.16		
STERICYCLE (BFI)				
			<u>Remit to:</u> LOUISVILLE KY	
3/21/2011	882359	692.12	WASTE PICK UP SVCS	692.12
Vendor Total		692.12		
FYTD for STERICYCLE (BFI)		5,209.24		
STEVE'S SIGN INSTALLATION SERVICES				
			<u>Remit to:</u> MORENO VALLEY CA	
3/14/2011	206894	35.16	REFUND-BUS LIC OVRPMT	35.16
Vendor Total		35.16		
FYTD for STEVE'S SIGN INSTALLATION SERVICES		35.16		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEWART TITLE OF CALIFORNIA				
3/22/2011	110308	10,037.00	Remit to: IRVINE CA ACQ & ESCROW-25011 FRAN LOU DR	10,037.00
Vendor Total		10,037.00		
FYTD for STEWART TITLE OF CALIFORNIA		720,019.56		
STEWART, CLIFFORD				
3/7/2011	882272	267.88	Remit to: GLENDALE AZ RETIREE MED MAR '11	267.88
Vendor Total		267.88		
FYTD for STEWART, CLIFFORD		2,310.18		
STITES, ROBERT				
3/30/2011	207178	260.00	Remit to: PER DIEM-MDT RESPONSE TRNG	260.00
Vendor Total		260.00		
FYTD for STITES, ROBERT		260.00		
STK ARCHITECTURE, INC.				
3/14/2011	882321	12,075.00	Remit to: SAN JACINTO CA MORRISON PRK FIRE STATION PROJ	12,075.00
Vendor Total		12,075.00		
FYTD for STK ARCHITECTURE, INC.		329,297.19		
STREICH, TERRY L.				
3/7/2011	206806	924.73	Remit to: MORENO VALLEY CA RETIREE MED OCT'09-MAR'11	924.73
Vendor Total		924.73		
FYTD for STREICH, TERRY L.		924.73		
STRICKLER ASSOCIATION, THE				
3/14/2011	882322	4,712.50	Remit to: SAN BERNARDINO CA CONSULTING SVCS-RDA	4,712.50
Vendor Total		4,712.50		
FYTD for STRICKLER ASSOCIATION, THE		23,855.00		
STRICKLER II, JOHN W.				
3/7/2011	882273	318.73	Remit to: SAN BERNARDINO CA RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUBWAY SANDWICH & SALAD				
			Remit to: MENIFEE	CA
3/1/2011	206707	73.31	REFUND-BUS.LIC OVERPYMT	73.31
3/1/2011	206708	92.34	REFUND-BUS.LIC OVERPYMT	92.34
3/1/2011	206709	79.76	REFUND-BUS.LIC OVERPYMT	79.76
Vendor Total		245.41		
FYTD for SUBWAY SANDWICH & SALAD		245.41		
SUN CLEANERS				
			Remit to: MORENO VALLEY	CA
3/7/2011	206807	38.93	REFUND-BUS LIC OVRPMT	38.93
Vendor Total		38.93		
FYTD for SUN CLEANERS		38.93		
SUNGLASS HUT STORE #4536				
			Remit to: MASON	OH
3/21/2011	207042	45.53	REFUND-BUS LIC OVRPMT	45.53
Vendor Total		45.53		
FYTD for SUNGLASS HUT STORE #4536		45.53		
SUNNYMEAD ACE HARDWARE				
			Remit to: MORENO VALLEY	CA
3/7/2011	206808	38.33	MISC SUPPLIES-POLICE	10.82
			MISC SUPPLIES-POLICE	8.66
			MISC SUPPLIES-FIRE	17.35
			MISC SUPPLIES-PARKS MAINT	1.50
3/21/2011	207043	21.61	MISC SUPPLIES-POLICE	1.50
			MISC SUPPLIES-POLICE	20.11
Vendor Total		59.94		
FYTD for SUNNYMEAD ACE HARDWARE		1,461.07		
SUNNYMEAD MONTESSORI SCHOOL				
			Remit to: MORENO VALLEY	CA
3/7/2011	206809	64.53	REFUND-BUS LIC OVRPMT	64.53
Vendor Total		64.53		
FYTD for SUNNYMEAD MONTESSORI SCHOOL		64.53		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD VETERINARY CLINIC				
			Remit to: MORENO VALLEY	CA
3/21/2011	207044	860.00		
			EMERGENCY VET SVCS-ANML SHLTR	440.00
			EMERGENCY VET SVCS-ANML SHLTR	70.00
			EMERGENCY VET SVCS-ANML SHLTR	350.00
Vendor Total		860.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		4,436.00		
SWAN, KRISTLE				
			Remit to: MORENO VALLEY	CA
3/28/2011	207149	47.00		
			REFUND-GUITAR CLASS REGIST	47.00
Vendor Total		47.00		
FYTD for SWAN, KRISTLE		47.00		
TEICHERT, RICHARD				
			Remit to: HIGHLAND	CA
3/14/2011	206895	580.53		
			2/22-2/25/11 CSMFO CONF.-HOTEL	580.53
Vendor Total		580.53		
FYTD for TEICHERT, RICHARD		580.53		
TEK WORKS				
			Remit to: POWAY	CA
3/21/2011	882360	235.05		
			INSTALL DOOR CONTACT AT EOC	235.05
Vendor Total		235.05		
FYTD for TEK WORKS		64,466.53		
THE BARBERS				
			Remit to: REDLANDS	CA
3/21/2011	207045	36.50		
			REFUND-BUS LIC OVRPMT	36.50
Vendor Total		36.50		
FYTD for THE BARBERS		36.50		
THE GRANITE CONNECTION				
			Remit to: MORENO VALLEY	CA
3/21/2011	207046	77.70		
			REFUND-BUS LIC OVRPMT	77.70
Vendor Total		77.70		
FYTD for THE GRANITE CONNECTION		77.70		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THERMAL-COOL INC.				
			Remit to: RIVERSIDE	CA
3/7/2011	206810	115.00	DIAGNOSE HVAC PROBLEM AT CRC	115.00
3/21/2011	207047	342.19	EMERG REPAIR-AC UNIT CITY HALL	342.19
Vendor Total		457.19		
FYTD for THERMAL-COOL INC.		3,059.21		
THOMSON REUTERS INC				
			Remit to: ENCINO	CA
3/28/2011	207150	204.00	LEGAL INFORMATION ONLINE CHRGS	204.00
Vendor Total		204.00		
FYTD for THOMSON REUTERS INC		6,309.52		
TL GROUP				
			Remit to: LAKE FOREST	CA
3/7/2011	206811	269.20	REFUND-CLOSED-CHG.ZONE	51.85
			REFUND-CLOSED-GEN.PLAN AMEND.	217.35
Vendor Total		269.20		
FYTD for TL GROUP		269.20		
TMAD TAYLOR & GAINES				
			Remit to: ONTARIO	CA
3/14/2011	206896	7,797.50	CITY HALL HVAC SYSTEM REDESIGN	7,797.50
Vendor Total		7,797.50		
FYTD for TMAD TAYLOR & GAINES		7,797.50		
TORRES, JOSE				
			Remit to: MORENO VALLEY	CA
3/28/2011	207151	44.00	REFUND-GOLF CLASS REGIST FEE	44.00
Vendor Total		44.00		
FYTD for TORRES, JOSE		44.00		
TRACSYSTEMS, INC.				
			Remit to: ADDISON	TX
3/21/2011	207048	3,919.50	PHAROS SOFTWARE RNWL-LIBRARY	3,919.50
Vendor Total		3,919.50		
FYTD for TRACSYSTEMS, INC.		3,919.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRACTORLAND EQUIPMENT CO			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207049	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for TRACTORLAND EQUIPMENT CO		57.00		
TREJO, ELIZABETH			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207050	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for TREJO, ELIZABETH		20.00		
TRICHE, TARA			<u>Remit to:</u> MORENO VALLEY	CA
3/21/2011	207051	2,220.00	INSTRUCTOR SVCS-INTERMD BALLET	111.00
			INSTRUCTOR SVCS-BALLET	288.60
			INSTRUCTOR SVCS-BALLET/ACRO	111.00
			INSTRUCTOR SVCS-BALLET/JAZZ	199.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	266.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	310.80
			INSTRUCTOR SVCS-DANCE EXPLOR.	355.20
			INSTRUCTOR SVCS-DANCE EXPLOR.	222.00
			INSTRUCTOR SVCS-HIP HOP DANCE	355.20
Vendor Total		2,220.00		
FYTD for TRICHE, TARA		16,108.32		
TRI-CITY LINEN SUPPLY, INC.			<u>Remit to:</u> RIVERSIDE	CA
3/7/2011	206812	25.00	LINEN SVCS FOR CRC	25.00
3/14/2011	206897	117.50	LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR CRC	25.00
			LINEN SVCS FOR EVENT	67.50
3/28/2011	207152	25.00	LINEN SVCS FOR CRC	25.00
Vendor Total		167.50		
FYTD for TRI-CITY LINEN SUPPLY, INC.		1,526.55		
TROPICAL PLAZA NURSERY, INC.			<u>Remit to:</u> VILLA PARK	CA
3/21/2011	207052	16,248.97	LNDSCP MAINT-ZONE E-2	15,700.00
			IRRIG. REPAIRS-ZONE E-2	548.97
Vendor Total		16,248.97		
FYTD for TROPICAL PLAZA NURSERY, INC.		163,507.70		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				
			Remit to: RIVERSIDE	CA
3/7/2011	882274	1,680.00	TREE CUT/REMOVED DURING STORM	375.00
			TREES CUT/REMOVED DURING STORM	180.00
			BRANCHES REMOVED DURING STORM	425.00
			TREE CUT/REMOVED DURING STORM	275.00
			TREE CUT/REMOVED DURING STORM	100.00
			BRANCHES REMOVED DURING STORM	100.00
			TREES CUT/REMOVED DURING STORM	225.00
3/28/2011	882391	13,756.85	LNDSCP MAINT-ZONE E-16	2,485.00
			LNDSCP MAINT-ZONE M	5,196.32
			LNDSCP MAINT-ZONE DSG1	6,075.53
Vendor Total		15,436.85		
FYTD for TRUGREEN LANDCARE		209,611.16		
TUNTLAND, JAMES				
			Remit to: PRESCOTT	AZ
3/7/2011	882275	267.88	RETIREE MED MAR '11	267.88
Vendor Total		267.88		
FYTD for TUNTLAND, JAMES		2,310.18		
U.S. HEALTHWORKS MEDICAL GROUP				
			Remit to: LOS ANGELES	CA
3/14/2011	206898	3,875.00	PRE-EMPLOYMENT PHYSICALS/STARS	2,245.00
			PRE-EMPLOYMENT PHYSICALS/STARS	1,565.00
			EMPLOYMENT DOT EXAM	65.00
3/21/2011	207053	110.00	PRE-EMPLOYMENT PHYSICALS	110.00
3/28/2011	207153	905.00	PRE-EMPLOYMENT PHYSICALS/STARS	795.00
			PRE-EMPLOYMENT PHYSICALS	110.00
Vendor Total		4,890.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		11,915.00		
UNDERGROUND SERVICE ALERT				
			Remit to: CORONA	CA
3/28/2011	207154	432.00	DIGALERT TICKETS SUBSCRPTN SVC	108.00
			DIGALERT TICKETS SUBSCRPTN SVC	108.00
			DIGALERT TICKETS SUBSCRPTN SVC	108.00
			DIGALERT TICKETS SUBSCRPTN SVC	108.00
Vendor Total		432.00		
FYTD for UNDERGROUND SERVICE ALERT		3,960.50		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA			<u>Remit to:</u> SAN DIEGO	CA
3/28/2011	207155	291.67		
			INVESTMENT SAFEKEEPING SVCS	291.67
Vendor Total		291.67		
FYTD for UNION BANK OF CALIFORNIA		60,098.23		
UNITED PACIFIC SERVICES, INC			<u>Remit to:</u> LA HABRA	CA
3/28/2011	207156	10,689.50		
			TREE TRIMMING-ZONE E-2	8,804.00
			TREE TRIMMING-ZONE M	301.50
			TREE REMOVALS-ZONE DSG-2N	1,000.00
			TREE REMOVALS-ZONE DSG-2N	8.00
			TREE REMOVALS-ZONE DSG-2N	576.00
Vendor Total		10,689.50		
FYTD for UNITED PACIFIC SERVICES, INC		61,969.06		
UNITED POWER GENERATION, INC.			<u>Remit to:</u> RIVERSIDE	CA
3/21/2011	207054	3,425.00		
			GENERATOR MAINT-FIRE ST. 65	410.00
			GENERATOR MAINT-FIRE ST. 6	410.00
			GENERATOR MAINT-FIRE ST. 91	410.00
			GENERATOR MAINT-FIRE ST. 2	410.00
			GENERATOR MAINT-ANIMAL SHLTR	505.00
			GENERATOR MAINT-CITY HALL	426.67
			GENERATOR MAINT-PSB	426.67
			GENERATOR MAINT-EOC	426.66
Vendor Total		3,425.00		
FYTD for UNITED POWER GENERATION, INC.		9,452.63		
UNITED ROTARY BRUSH CORP			<u>Remit to:</u> ESCONDIDO	CA
3/28/2011	882392	2,788.31		
			BROOM KITS-STREET SWEEPER	341.64
			BROOM KITS-STREET SWEEPER	739.64
			BROOM KITS-STREET SWEEPER	739.64
			BROOM KITS-STREET SWEEPER	967.39
Vendor Total		2,788.31		
FYTD for UNITED ROTARY BRUSH CORP		27,433.68		
UNITED SITE SERVICES OF CA, INC.			<u>Remit to:</u> EL MONTE	CA
3/21/2011	882361	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
Vendor Total		107.39		
FYTD for UNITED SITE SERVICES OF CA, INC.		2,856.68		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED STATES TREASURY				
			<u>Remit to:</u> FRESNO	CA
3/14/2011	206899	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
3/28/2011	207157	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		100.00		
FYTD for UNITED STATES TREASURY		1,000.00		
UNITED WAY OF INLAND VALLEYS				
			<u>Remit to:</u> RIVERSIDE	CA
3/14/2011	206900	507.19		
			UNITED WAY CONTRIBUTIONS	5.00
			UNITED WAY CONTRIBUTIONS	502.19
3/28/2011	207158	502.19		
			UNITED WAY CONTRIBUTIONS	502.19
Vendor Total		1,009.38		
FYTD for UNITED WAY OF INLAND VALLEYS		11,898.66		
URBAN CROSSROADS, INC.				
			<u>Remit to:</u> IRVINE	CA
3/7/2011	206813	3,465.00		
			MV TRAFFIC MODEL UPDATE SVCS	860.00
			MV TRAFFIC MODEL UPDATE SVCS	2,605.00
Vendor Total		3,465.00		
FYTD for URBAN CROSSROADS, INC.		15,362.50		
USA MOBILITY/ARCH WIRELESS				
			<u>Remit to:</u> ALEXANDRIA	VA
3/14/2011	882324	36.59		
			PAGER SVC-PARK RANGERS	2.01
			PAGER SVC-TRANSP. DIV.	4.66
			PAGER SVC-ANIMAL SVCS	29.92
Vendor Total		36.59		
FYTD for USA MOBILITY/ARCH WIRELESS		581.10		
VA CONSULTING, INC.				
			<u>Remit to:</u> IRVINE	CA
3/21/2011	882362	10,239.51		
			AUTO MALL IMPRVMENTS PROJ	7,329.03
			AUTO MALL IMPRVMENTS PROJ	1,102.50
			AUTO MALL IMPRVMENTS PROJ	1,807.98
Vendor Total		10,239.51		
FYTD for VA CONSULTING, INC.		107,725.91		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY			<u>Remit to:</u> MORENO VALLEY	CA
3/7/2011	882277	1,215.00		
			PEST CNTRL-FIRE ST. #6	45.00
			PEST CNTRL-FIRE ST. #48	45.00
			PEST CNTRL-FIRE ST. #58	45.00
			PEST CNTRL-FIRE ST. #65	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. FLD OFFICE	45.00
			PEST CNTRL-LIBRARY	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-FAC HOBBY SHOP/MARB	45.00
			PEST CNTRL-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
			PEST CNTRL-EOC	55.00
3/14/2011	882325	45.00		
			PEST CNTRL-FIRE ST. #2	45.00
3/21/2011	882363	1,160.00		
			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-EOC	55.00
			PEST CNTRL-PUB SFTY BLDG	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-GOLF 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-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
			PEST CNTRL-TRANSP. TRAILER	45.00
Vendor Total		2,420.00		
FYTD for VACATE PEST ELIMINATION COMPANY		13,895.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAL VERDE UNIFIED SCHOOL DISTRICT				
			<u>Remit to:</u> PERRIS	CA
3/28/2011	207159	4,981.96		
			MARCH MIDDLE-ENERGY INCENTIVE	241.13
			MARCH MIDDLE-ENERGY INCENTIVE	308.45
			MARCH MIDDLE-ENERGY INCENTIVE	330.48
			MARCH MIDDLE-ENERGY INCENTIVE	281.51
			MARCH MIDDLE-ENERGY INCENTIVE	270.30
			MARCH MIDDLE-ENERGY INCENTIVE	255.35
			MARCH MIDDLE-ENERGY INCENTIVE	323.57
			MARCH MIDDLE-ENERGY INCENTIVE	346.68
			MARCH MIDDLE-ENERGY INCENTIVE	757.56
			MARCH MIDDLE-ENERGY INCENTIVE	693.36
			MARCH MIDDLE-ENERGY INCENTIVE	690.79
			MARCH MIDDLE-ENERGY INCENTIVE	482.78
Vendor Total		4,981.96		
FYTD for VAL VERDE UNIFIED SCHOOL DISTRICT		6,293.96		
VALI COOPER & ASSOCIATES, INC.				
			<u>Remit to:</u> POINT RICHMOND	CA
3/21/2011	882364	160.00		
			DAY ST IMPRVMENTS PROJ SVCS	160.00
3/28/2011	882393	9,205.00		
			TEMP STAFFING SVCS-CAP PROJS	9,205.00
Vendor Total		9,365.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		98,975.00		
VALLEY PHARMACY				
			<u>Remit to:</u> MORENO VALLEY	CA
3/28/2011	207160	56.74		
			REFUND-BUS LIC OVRPMT	56.74
Vendor Total		56.74		
FYTD for VALLEY PHARMACY		56.74		
VASQUEZ SECURITY SERVICES				
			<u>Remit to:</u> RIVERSIDE	CA
3/21/2011	207055	26.66		
			REFUND-BUS LIC OVRPMT	26.66
Vendor Total		26.66		
FYTD for VASQUEZ SECURITY SERVICES		26.66		
VAVRINEK, TRINE, DAY & CO., LLP				
			<u>Remit to:</u> SACRAMENTO	CA
3/7/2011	206814	6,075.00		
			ACCOUNTING SVCS	6,075.00
Vendor Total		6,075.00		
FYTD for VAVRINEK, TRINE, DAY & CO., LLP		6,075.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VCD CORPORATION				
			Remit to: GLENDORA	CA
3/14/2011	206905	3,474.50		
			PROP REHAB SVCS-25437 MARGARET	3,474.50
Vendor Total		3,474.50		
FYTD for VCD CORPORATION		18,050.89		
VEHICLE REGISTRATION COLLECTIONS				
			Remit to: RANCHO CORDOVA	CA
3/14/2011	206901	64.68		
			GARNISHMENT	64.68
3/28/2011	207161	245.04		
			GARNISHMENT	76.04
			GARNISHMENT	169.00
Vendor Total		309.72		
FYTD for VEHICLE REGISTRATION COLLECTIONS		1,059.61		
VERIZON				
			Remit to: TRENTON	NJ
3/21/2011	207056	1,722.73		
			BACKBONE CHARGES	1,722.73
Vendor Total		1,722.73		
FYTD for VERIZON		15,306.10		
VERIZON CALIFORNIA				
			Remit to: DALLAS	TX
3/28/2011	207162	628.41		
			PHONE CHRGS-ERC	628.41
Vendor Total		628.41		
FYTD for VERIZON CALIFORNIA		6,300.16		
VERIZON CALIFORNIA, INC				
			Remit to: HEMET	CA
3/7/2011	206815	3,627.13		
			DAY ST PROJ-CABLES RELOCATION	3,627.13
Vendor Total		3,627.13		
FYTD for VERIZON CALIFORNIA, INC		10,598.84		
VICTOR MEDICAL CO				
			Remit to: LAKE FOREST	CA
3/14/2011	206902	2,487.66		
			ANIMAL MEDICAL SUPPLIES	1,272.38
			ANIMAL MEDICAL SUPPLIES	1,215.28
3/21/2011	207057	1,215.28		
			ANIMAL MEDICAL SUPPLIES	1,215.28
Vendor Total		3,702.94		
FYTD for VICTOR MEDICAL CO		12,002.75		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VIGIL, ERNEST				
			Remit to: MORENO VALLEY	CA
3/7/2011	882278	318.73	RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		2,868.57		
VILLALOBOS, PAUL				
			Remit to: NUEVO	CA
3/7/2011	206816	363.00	PER DIEM-FIRE PREV. WORKSHOP	363.00
Vendor Total		363.00		
FYTD for VILLALOBOS, PAUL		363.00		
VISION SERVICE PLAN				
			Remit to: SAN FRANCISCO	CA
3/14/2011	882327	4,599.67	EMPLOYEE VISION INSURANCE	4,599.67
Vendor Total		4,599.67		
FYTD for VISION SERVICE PLAN		39,708.71		
VISTA APARTMENTS				
			Remit to: ORANGE	CA
3/21/2011	207058	59.27	REFUND-BUS LIC OVRPMT	59.27
Vendor Total		59.27		
FYTD for VISTA APARTMENTS		59.27		
VISTA PAINT CORPORATION				
			Remit to: MORENO VALLEY	CA
3/7/2011	206817	152.32	PAINT/SUPPL. TO COVER GRAFFITI	152.32
3/28/2011	207163	250.90	PAINT/SUPPL-GRAFFITI RMVL PRGM	250.90
Vendor Total		403.22		
FYTD for VISTA PAINT CORPORATION		7,924.22		
VOGT, CHRIS				
			Remit to: RIVERSIDE	CA
3/21/2011	207059	228.09	TRAVEL EXP.-PUB WRKS INSTITUTE	50.59
			TRAVEL EXP.-PUB WRKS INSTITUTE	248.50
			TRAVEL EXP.-PUB WRKS INSTITUTE	-71.00
Vendor Total		228.09		
FYTD for VOGT, CHRIS		1,080.32		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VOYAGER FLEET SYSTEM, INC.				
			Remit to: HOUSTON TX	
3/28/2011	882394	3,170.53		
			CNG FUEL PURCHASE	448.22
			CNG FUEL PURCHASE	152.98
			CNG FUEL PURCHASE	2,365.45
			CNG FUEL PURCHASE	203.88
Vendor Total		3,170.53		
FYTD for VOYAGER FLEET SYSTEM, INC.		17,886.95		
VULCAN MATERIALS CO, INC.				
			Remit to: SAN BERNARDINO CA	
3/28/2011	207164	1,862.49		
			ASPHALTIC MATERIALS	240.19
			ASPHALTIC MATERIALS	206.63
			ASPHALTIC MATERIALS	275.14
			ASPHALTIC MATERIALS	173.74
			ASPHALTIC MATERIALS	137.43
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	103.85
			ASPHALTIC MATERIALS	138.12
			ASPHALTIC MATERIALS	205.94
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	138.79
Vendor Total		1,862.49		
FYTD for VULCAN MATERIALS CO, INC.		20,854.71		
WAGNER, GARY D.				
			Remit to: MORENO VALLEY CA	
3/7/2011	882279	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		2,849.73		
WAGONER, ROBERT				
			Remit to: ZEPHYRHILLS FL	
3/7/2011	882280	360.40		
			RETIREE MED FEB - MAR '11	360.40
Vendor Total		360.40		
FYTD for WAGONER, ROBERT		1,802.00		
WAGY, CARYLON				
			Remit to: MORENO VALLEY CA	
3/7/2011	206818	318.73		
			RETIREE MED FEB '11, PD MAR'11	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WALKER, DONNA JEAN				
			Remit to: PERRIS	CA
3/21/2011	882365	76.00		
			INSTRUCTION SVCS-2 DAYS	76.00
	Vendor Total	76.00		
FYTD for WALKER, DONNA JEAN		456.00		
WAL-MART				
			Remit to: MORENO VALLEY	CA
3/28/2011	207165	100.00		
			REFUND-RNTL DEPOSIT 2/24/11	100.00
	Vendor Total	100.00		
FYTD for WAL-MART		100.00		
WASSON, KIRK				
			Remit to: MORENO VALLEY	CA
3/21/2011	882366	380.00		
			INSTRUCTION SVCS-10 DAYS	380.00
	Vendor Total	380.00		
FYTD for WASSON, KIRK		1,482.00		
WASTE MANAGEMENT				
			Remit to: SUN VALLEY	CA
3/7/2011	206820	7,947.00		
			REFUND-GRADING/EROSION DEPOSIT	5,524.00
			REFUND-GRADING/EROSION DEPOSIT	2,423.00
	Vendor Total	7,947.00		
FYTD for WASTE MANAGEMENT		884,253.84		
WASTE MANAGEMENT OF THE INLAND EMPIRE				
			Remit to: PHOENIX	AZ
3/21/2011	207060	1,244.51		
			ROLL-OFF STORAGE BIN RENTALS	1,244.51
	Vendor Total	1,244.51		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		11,200.59		
WE BUILD CORPORATION				
			Remit to: BREA	CA
3/21/2011	207061	27.94		
			REFUND-BUS LIC OVRPMT	27.94
	Vendor Total	27.94		
FYTD for WE BUILD CORPORATION		27.94		
WEBB, DAVID				
			Remit to: RIVERSIDE	CA
3/14/2011	206903	95.00		
			REFUND-ANIMAL SERVICES	20.00
			REFUND-ANIMAL SERVICES	75.00
	Vendor Total	95.00		
FYTD for WEBB, DAVID		95.00		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO CORPORATE TRUST				
			<u>Remit to:</u> LOS ANGELES CA	
3/1/2011	110301	979.23		
			INT ON 97 CH COP VAR RATE BOND	979.23
Vendor Total		979.23		
FYTD for WELLS FARGO CORPORATE TRUST		6,758,248.41		
WEST PUBLISHING CORPORATION				
			<u>Remit to:</u> ST. PAUL MN	
3/28/2011	207166	535.00		
			AUTO TRACK SVCS FOR PD	535.00
Vendor Total		535.00		
FYTD for WEST PUBLISHING CORPORATION		4,780.00		
WESTERN FIRE CO., INC				
			<u>Remit to:</u> HEMET CA	
3/7/2011	206821	20.50		
			REFUND-BUS LIC OVRPMT	20.50
Vendor Total		20.50		
FYTD for WESTERN FIRE CO., INC		20.50		
WESTERN MUNICIPAL WATER DISTRICT				
			<u>Remit to:</u> RIVERSIDE CA	
3/21/2011	207062	875.89		
			WATER CHARGES	582.27
			WATER CHARGES	233.34
			WATER CHARGES	60.28
Vendor Total		875.89		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		16,682.52		
WHITE'S STEEL, INC				
			<u>Remit to:</u> INDIO CA	
3/7/2011	206822	44.90		
			REFUND-BUS LIC OVRPMT	44.90
Vendor Total		44.90		
FYTD for WHITE'S STEEL, INC		44.90		
WIELIN, RONALD A.				
			<u>Remit to:</u> BANNING CA	
3/7/2011	882281	318.73		
			RETIREE MED MAR '11	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLDAN FINANCIAL SERVICES				
			Remit to: TEMECULA	CA
3/14/2011	206904	1,750.00		
			97 LEASE REV BONDS ANNUAL SVCS	1,500.00
			97 LEASE REV BONDS ANNUAL SVCS	250.00
3/28/2011	207167	2,500.00		
			ANNL DISCLOSURE SVCS	2,500.00
Vendor Total		4,250.00		
FYTD for WILLDAN FINANCIAL SERVICES		16,246.54		
WILLIAMS, JANE L.				
			Remit to: GRAND FORKS	ND
3/7/2011	882282	294.68		
			RETIREE MED DEC'10-JAN'11 VSP	48.10
			RETIREE MED FEB'11/JAN. DENTAL	246.58
Vendor Total		294.68		
FYTD for WILLIAMS, JANE L.		1,591.60		
WILLIS, ROBERT H				
			Remit to: PERRIS	CA
3/21/2011	207063	54.00		
			SPORTS OFFICIATING SVCS	54.00
3/28/2011	207168	126.00		
			SPORTS OFFICIATING SVCS	54.00
			SPORTS OFFICIATING SVCS	72.00
Vendor Total		180.00		
FYTD for WILLIS, ROBERT H		288.00		
WINE WAREHOUSE				
			Remit to: COMMERCE	CA
3/21/2011	207064	24.47		
			REFUND-BUS LIC OVRPMT	24.47
Vendor Total		24.47		
FYTD for WINE WAREHOUSE		24.47		



City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
			Remit to: CORONA	CA
3/7/2011	882283	5,060.98	ANTISPLASH URINAL GUARD	38.68
			TEMP FACIL. MAINT WORKER SVCS	3,365.00
			MAINT. DAY PORTER SVCS	957.30
			JANITORIAL SVCS-CRC RENTALS	440.00
			JANITORIAL SVCS-SR CTR RENTALS	260.00
3/21/2011	882367	24,473.58	TEMP FACIL. MAINT WORKER SVCS	600.00
			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-FAC. ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-MARCH FLD PCC	955.70
			JANITORIAL SVCS-PSB	5,564.25
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-MVTV STUDIO	58.05
			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-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
3/28/2011	882395	4,434.70	CARPET/UPHOLSTRY CLEANING-FS 2	380.00
			CARPET/UPHOLSTRY CLEANING-FS 6	688.00
			CARPET/UPHOLSTRY CLEANING-FS48	337.00
			CARPET/UPHOLSTRY CLEANING-FS58	196.00
			CARPET/UPHOLSTRY CLEANING-FS65	337.00
			CARPET/UPHOLSTRY CLEANING-FS91	433.88
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-TOWNGT RENTALS	480.00
			JANITORIAL SVCS-SR CTR RENTALS	520.00
			JANITORIAL SVCS-CRC RENTALS	950.00
Vendor Total		33,969.26		
FYTD for WURM'S JANITORIAL SERVICES, INC.		250,797.64		
X O COMMUNICATION SERVICES, INC				
			Remit to: HERNDON	VA
3/21/2011	207065	26.45	REFUND-BUS LIC OVRPMT	26.45
Vendor Total		26.45		
FYTD for X O COMMUNICATION SERVICES, INC		26.45		



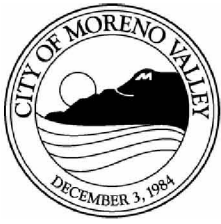
City of Moreno Valley

Check Register

For Period 3/1/2011 through 3/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
			Remit to: DALLAS	TX
3/21/2011	207066	3,848.83		
			COPIER RNTL/MAINT/PRINTS-PD	103.68
			COPIER RNTL/MAINT/PRINTS-PD	139.75
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,037.15
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-STARS	114.49
			COPIER BILLABLE PRINTS-STARS	1,696.63
3/28/2011	207169	1,871.99		
			COPIER RNTL/MAINT-PD	70.20
			COPIER RNTL/MAINT-PD	77.54
			COPIER RNTL/MAINT-PD	64.59
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER BILLABLE PRINTS-PARKS	880.18
Vendor Total		5,720.82		
FYTD for XEROX		59,432.39		
YOUNG, DANIEL				
			Remit to: UPLAND	CA
3/28/2011	207170	61.00		
			REFUND-SOCCER REGIST FEE	61.00
Vendor Total		61.00		
FYTD for YOUNG, DANIEL		61.00		
Subtotal		1,202,392.21		
GRAND TOTAL		10,905,638.09		

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>cof</i>
CITY ATTORNEY	<i>RH</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: May 24, 2011

TITLE: TRACT MAP 29857-1 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – IRIS PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
2005 WINSTON COURT
UPLAND, CA 91784

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2011-38 authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and accepting the portion of Iris 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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

Tract Map 29857-1 is a commercial development located at the southeast corner of Perris Boulevard and Iris Avenue that was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, street lights, and storm drain. Those improvements received on-going inspection during the construction process. Upon completion of the 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.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. 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. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$719,000 issued by Developers Surety and Indemnity Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. 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. Adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and accepting the portion of Iris Avenue associated with the project into the City's maintained street system. 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.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within Tract Map 29857-1 as complete and accepting the portion of Iris Avenue associated with the project 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

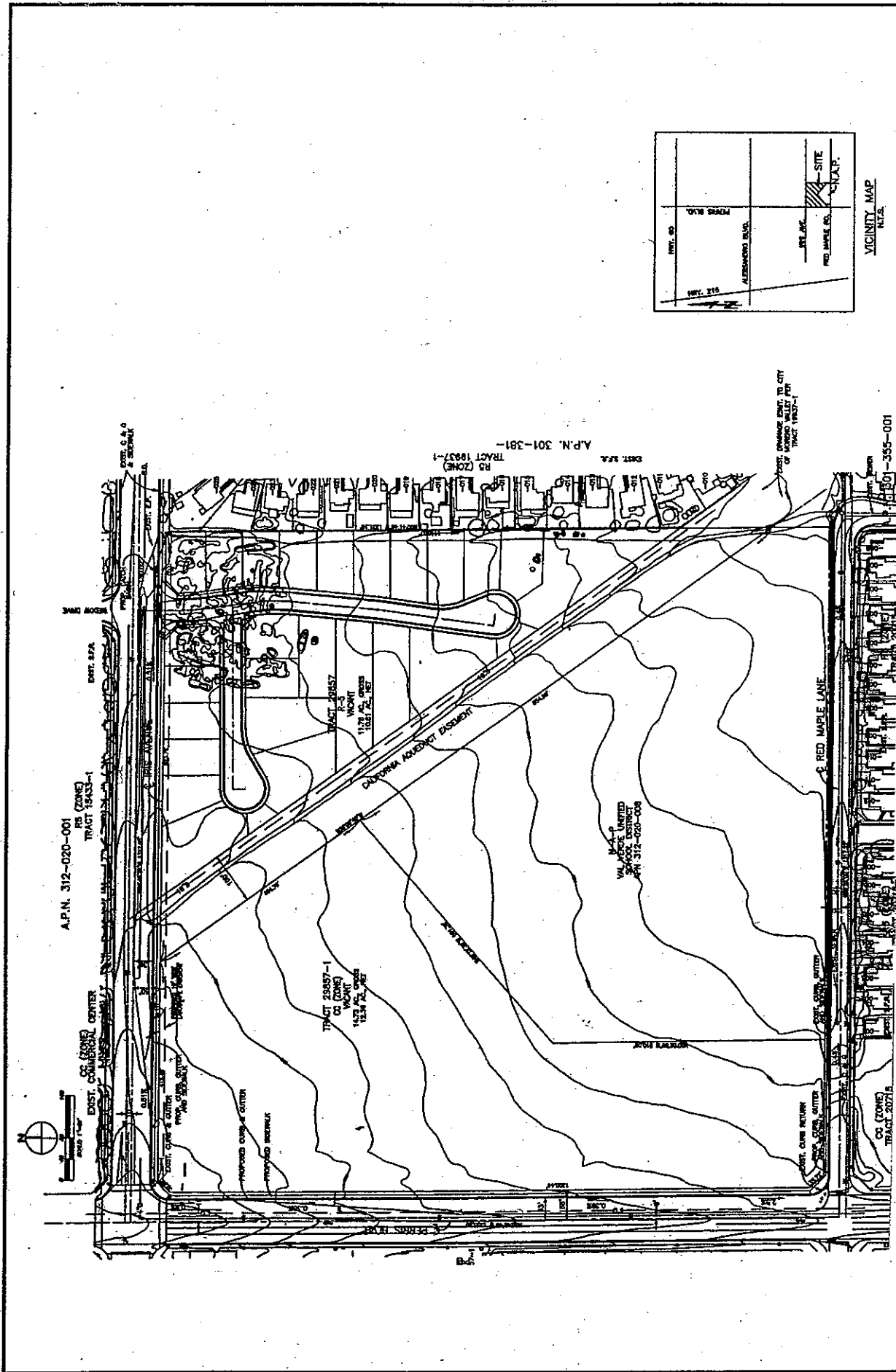
Prepared By
Anitra N. Holt
Management Analyst

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\5-24-11 - TR 29857-1 - 90% Bond Reduction.doc



**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT**

**TRACT 29857-1
VICINITY MAP**

EXHIBIT "A"

This page intentionally left blank.

RESOLUTION NO. 2011-38

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 29857-1, AND ACCEPTING THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Iris Partners, LLC a California Limited Liability Company on the portion of Iris Avenue 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 Tract Map 29857-1, and accept the portion of Iris Avenue 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: THE PUBLIC IMPROVEMENTS WITHIN TRACT MAP 29857-1 ARE COMPLETE AND THE PORTION OF IRIS AVENUE ASSOCIATED WITH THE PROJECT ARE ACCEPTED INTO THE CITY'S MAINTAINED STREET SYSTEM.

APPROVED AND ADOPTED this 24th day of May, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "B"

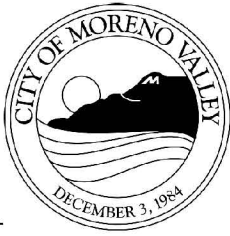
1

Resolution No. 2011-_____
Date Adopted: May 24, 2011

RESOLUTION JURAT

[Clerk's office will prepare]

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>mo</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 24, 2011

TITLE: Approve the amended Solar Initiative Program for Moreno Valley Electric Utility

RECOMMENDED ACTION

Staff recommends that the City Council:

- 1) Approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines
- 2) Authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements

BACKGROUND

California Senate Bill No. 1 (SB 1) (Murray, Chapter 132, Statutes of 2006) was signed into law in August 2006. The bill edits Division 15 of the Public Resources Code, amends Section 2827, and adds to Sections 387.5 and 2851 to the Public Utilities Code relating to solar electricity. This bill is designed to encourage the development and use of solar energy and to provide information to the public concerning solar devices.

The City Council approved Resolution 2007-146 on December 11, 2007, establishing a Solar Initiative Program for Moreno Valley Electric Utility.

The City Council also approved the MVU 2008 Solar Special Program on August 26, 2008, which further defined the program. Some of the features of the program were the introduction of the Net Energy Metering Interconnection Agreement, a maximum incentive set at \$25,000 per residential applicant and \$100,000 per commercial, industrial or municipal applicant. A temporary higher incentive rate of \$4/watt, which expired on December 31, 2008, was also a part of this program definition.

DISCUSSION

The creation of SB 1 intended to further the state goal of encouraging the installation of 3,000 megawatts of photovoltaic solar energy in California within 10 years (The California Solar Initiative). The solar energy program should:

- a) Primarily offset part or all of the consumer's own electricity demand;
- b) All components are new and unused;
- c) Warranty of not less than 10 years;
- d) Be located on the same premises of the end-use consumer;
- e) Be connected to MVU's electrical distribution system;
- f) Electric meter in place to monitor and measure the system's performance and the quantity of electricity generated by the system; and
- g) Installed in conformance with the manufacturer's specifications and in compliance with all applicable electrical and building code standards.

MVU's Solar Incentive Program is intended to meet the requirements of the California Solar Initiative and SB 1. The program has been funded by Public Purpose funding which City Council formally adopted on January 13, 2004. The Program amendments have reflected the ongoing changes being made at the State Legislative Level, and the California Energy Commission (CEC).

The MVU Solar Incentive Program will be amended as follows:

- i) To define the minimum and maximum installation size that meets program requirements, the minimum installation size eligible for a rebate is 1 kW (1,000 watts) and the maximum installation size eligible for a rebate is 1 MW (1,000,000 watts).
- ii) To define the cut-off between the Expected Performance Based Buy down (EPBB) incentives, and the Performance Based Incentive (PBI), customers installing solar electric generation systems larger than 30 kW will be subject to a Performance Based Incentive Rate. This incentive is paid over a 5 year period at a rate of 6 cents per kWh generated.
- iii) This new maximum rebate for the PBI supersedes the previous maximum incentive of \$100,000, established in 2008.

The rebate for residential solar systems will remain at \$2.80 per watt, and will be based on EPBB. As established before, customers will only receive rebates for systems installed that are equal to or less than their historical electrical usage and all incentives will continue to be based on availability of funds.

ALTERNATIVES

1) Approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines and authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements.

2) Do not approve the amended Moreno Valley Electric Utility (MVU) Solar Initiative Program, and the MVU Solar Incentive Program Overview and Guidelines and do not authorize the Electric Utility Manager to implement and administer the MVU Solar Initiative Program and execute corresponding agreements. *This would result in the local owned public utility (MVU) possibly not meeting the State requirements regarding SB1.*

FISCAL IMPACT

There is no direct fiscal impact. The Public Purpose Program is required by existing law, and MVU has existing funds set aside, and continues to collect PPP funds as required.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed actions help to create a positive environment for development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS/EXHIBITS

Attachment "A" - MVU Solar Incentive Program, Overview and Guidelines, Effective May 2011

Attachment "B" - Comparison of MVU Solar Electric Incentive Program and the CSI Rebate Program as administered by SCE. (This document for information only)

Prepared By
Michelle Pierce
Electric Utility Program Coordinator

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

Concurred By
Jeannette Olko
Electric Utility Manager

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



MVU Solar Incentive Program Overview and Guidelines Effective May 2011

Go Solar Today

Moreno Valley is one of the best locations in the state for installing solar systems. With little fog or rain, and plenty of sun, solar electric generation systems in the City can operate at the highest levels of efficiency.

For every watt of solar installed on the roof of a home or business, the eligible rebate is \$2.80 from Moreno Valley Electric Utility. That is one of the highest solar rebates in Southern California.

The minimum installation size eligible for a rebate is 1 kW (1,000 watts). The maximum installation size eligible for a rebate 1 MW (1,000,000 watts). Customers installing solar electric generation systems larger than 30 kW will be subject to the Performance Based Incentive Rate (PBI) which is paid over a 5 year period at a rate of 6 cents per kWh generated. Customers will only receive rebates for systems installed that are equal to or less than their historical electrical usage.

The actual amount of the rebate will take into consideration solar panel output, inverter efficiency and design factors such as climate, azimuth, tilt and shading. The calculation of the amount of rebate will be based on the **CSI Rating** on the CSI (California Solar Initiative) web site, WWW.GOSOLARCALIFORNIA.ORG.

All incentives are based on available funds and verification of installation.

Save Money for Years to Come

Solar electric generation systems will provide credit for the power produced right from the time all inspections are complete, permits are finalized and the new electric meter is installed. Solar panels eligible for the rebate are guaranteed for 25 years, and are likely to last 30 or 40 years. This means that installed systems will be earning credit and saving money for years to come – long after the system is paid for. And if utility rates increase, your system will become even more valuable.

Take Action to Protect the Earth

Conventional power plants burn fossil fuels and release toxic gases into the air. In comparison, solar power is clean – and solar energy is limitless. Every investment in

renewable power helps ease the pressure on our eco-system, and solar is one renewable energy source that is available to everybody in Moreno Valley.

Program Requirements

- The MVU Solar Rebate is available to MVU electric customers only.
- The qualifying system must be on same premises as the customer.
- All solar system components must be new and approved by MVU. Panels and inverters must appear on the latest California Energy Commission certified photovoltaic modules list or certified inverters list as posted on the Go Solar California website.
- Panels must be warranted for 25 years, and inverters and labor for 10 years.
- An electric meter must be in place to monitor the system's performance.
- Incentive funds are limited, and are paid on a first-come, first served basis.

Step by Step

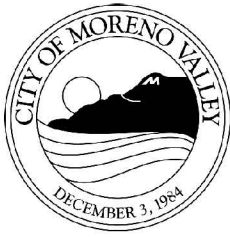
1. Go online to www.moval.org . Under the **Resident Services** tab, chose *Moreno Valley Electric Utility* and then click on *Solar Program*. The Application and the Net Metering Agreement are available for download and printing under the Forms section. Then contact solar contractors (best to talk to more than one) to get a bid. Compare bids and select the contractor you prefer.
2. With the contractor, complete the Application to reserve your rebate.
3. After getting the approval of application from MVU, sign an installation contract and pay any necessary deposits to the contractor.
4. Get necessary building permits from the City. Work begins on the installation. The City may require inspections along the way.
5. Sign the *Net Energy Metering Interconnection Agreement*.
6. When your system has passed its final inspection and is “energized,” make the final payment to the contractor.
7. You will receive your rebate within 90 days of the installation being completed.

For additional information call Michelle Pierce at (951) 413-3511 or email her at michellep@moval.org.

MVU's Solar Electric Incentive Program &
CSI Rebate Program (as administered by SCE)
Comparison For Information Purposes Only

	CSI (SCE)	Existing MVU Program	Proposed MVU Program
Residential	Type: One-time, upfront payment based on expected kWh produced	Type: One-time, upfront payment based on expected kWh produced	Type: One-time, upfront payment based on expected kWh produced
	Amount: \$1.10 per watt	Amount: \$2.80 per watt	Amount: \$2.80 per watt
	Size: 1 KW to 30 KW	Size: No cap	Size: 1 KW to 30 KW
Commercial	Type: 60 payments over 5 years based on actual kWh produced	Type: One-time, upfront payment based on expected kWh produced	Type: 60 payments over 5 years based on actual kWh produced
	Amount: \$0.05 per kWh	Amount: \$2.80 per watt	Amount: \$0.06 per kWh
	Size: 30 KW up to the first 1 MW qualifies for incentive	Size: Rebate capped at \$100,000	Size: 30 KW up to the first 1 MW qualifies for incentive
Eligibility	Any retail customer of SCE (who has not entered into Distributed Generation contracts or who is not participating in a DR program)	Any retail customer of MVU	Any retail customer of MVU
Rebate paid to	System owner/host customer	MVU customer only	MVU customer only
Installer	Appropriately licensed California contractor <u>OR</u> property owner	Appropriately licensed California contractor <u>OR</u> property owner	Appropriately licensed California contractor <u>OR</u> property owner
Equipment	New equipment certified by CEC; listed at www.energy.ca.gov	New equipment certified by the CEC; listed at www.energy.ca.gov	New equipment certified by the CEC; listed at www.energy.ca.gov
Design factors considered in calculating rebate	Orientation, tilt, azimuth, shade	Orientation, tilt, azimuth, shade	Orientation, tilt, azimuth, shade
Load to be served	Must serve on-site electrical load	Must serve on-site electrical load	Must serve on-site electrical load
Energy Efficiency requirements	Existing customers must have EE audit unless they had one within past 3 yrs. OR they comply with Title 24 within past 3 years.	Existing customers must have EE audit unless they had one within past 3 yrs. OR they comply with Title 24 within past 3 years.	Existing customers must have EE audit unless they had one within past 3 yrs. OR they comply with Title 24 within past 3 years.
Warranty requirements	Minimum 10 yr on system	Minimum 10 yr on system	Minimum 10 yr on system
Metering requirements	+/- 5% accuracy	+/- 5% accuracy	+/- 5% accuracy
Inspection	Random field inspections	Every site will be inspected	Every site will be inspected
Source of funding	Ratepayers	Ratepayers (Public Purpose Funds)	Ratepayers (Public Purpose Funds)
Program end date	10 years or until capacity goals (3,000 MW) are reached.	10 years or until capacity goals are reached	10 years or until capacity goals are reached

This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>R</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: May 24, 2011

TITLE: PA10-0028 – APPROVAL OF PROPOSED RESOLUTION FOR A SUMMARY VACATION OF A PORTION OF BRODIAEA AVENUE WEST OF GRAHAM STREET LOCATED ALONG A PORTION OF PARCEL 3 OF PARCEL MAP 32326 AND A PORTION OF LOT 8 OF MAP 1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY

NORTH SIDE OF BRODIAEA AVENUE WEST OF GRAHAM STREET

DEVELOPER: RIDGE MORENO VALLEY, LLC
201 COVINA AVENUE
LONG BEACH, CA 90803

RECOMMENDED ACTION

Staff recommends that the City Council

1. Adopt Resolution No. 2011-40, summarily vacating a portion of the north side of Brodiaea just west of Graham Street.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

BACKGROUND

Brodiaea Avenue is currently designated as an industrial collector street that consists of an 80-foot right-of-way. The 80-foot right-of-way was dedicated on Map No. 1 of the Bear Valley and Alessandro Development (BVAD) Company on November 3, 1890. The City's current standard street cross-section for an industrial collector street requires 78

feet of right-of-way and 56 feet of street improvements. Project PA10-0028 was conditioned to construct the remaining street improvements, in accordance with City standards, along the north side of Brodiaea Avenue between Joy Street and Graham Street. The conditions of approval require 39 feet of the existing 40 feet of right-of-way on the north side of Brodiaea Avenue. The developer/owner has requested to summarily vacate one (1) foot of excess right-of-way on Brodiaea Avenue along Lot 8 of Map 1 of the BVAD. In addition, the developer/owner has also requested to vacate excess right-of-way surrounding a proposed driveway on Parcel 3 of Parcel Map 32326. There are no public or utility improvements within the excess right-of-way along this portion of Brodiaea Avenue.

DISCUSSION

On December 21, 2010, the Community Development Department approved a proposed interim truck storage facility located on the north side of Brodiaea Avenue between Joy Street and Graham Street. The Land Development Division staff reviewed the property owner's request for the summary vacation of said portion of excess right-of-way on the north side of Brodiaea Avenue. No public improvements exist and no public money was expended for maintenance of said portion of Brodiaea Avenue. This portion of Brodiaea Avenue is unnecessary for present or prospective public use. The City Council's approval to summarily vacate said portion of Brodiaea Avenue would abandon the City's right to said portion.

ALTERNATIVES

1. Adopt Resolution No. 2011-40, summarily vacating a portion of the north side of Brodiaea just west of Graham Street, located along a portion of Parcel 3 of Parcel Map 32326 and a portion of lot 8 of Map 1 of the Bear Valley and Alessandro Development company. *The said portion of Brodiaea Avenue is no longer, nor will be in the future, useful for road and/or public utility purposes.*
2. Do not adopt the proposed Resolution, summarily vacating a portion of the north side of Brodiaea just west of Graham Street, located along a portion of Parcel 3 of Parcel Map 32326 and a portion of lot 8 of Map 1 of the Bear Valley and Alessandro Development Company. *The said portion of Brodiaea Avenue will remain as public right-of-way; however, the right-of-way is no longer, nor will be in the future, useful for road and/or public utility purposes.*

FISCAL IMPACT

Not applicable

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Notice has been given to the various utility companies. The public has been notified by publication of agenda.

ATTACHMENTS/EXHIBITS

Attachment 1 - Vicinity Map
Attachment 2 - Proposed Resolution

Prepared By
Vicente Giron
Associate Engineer

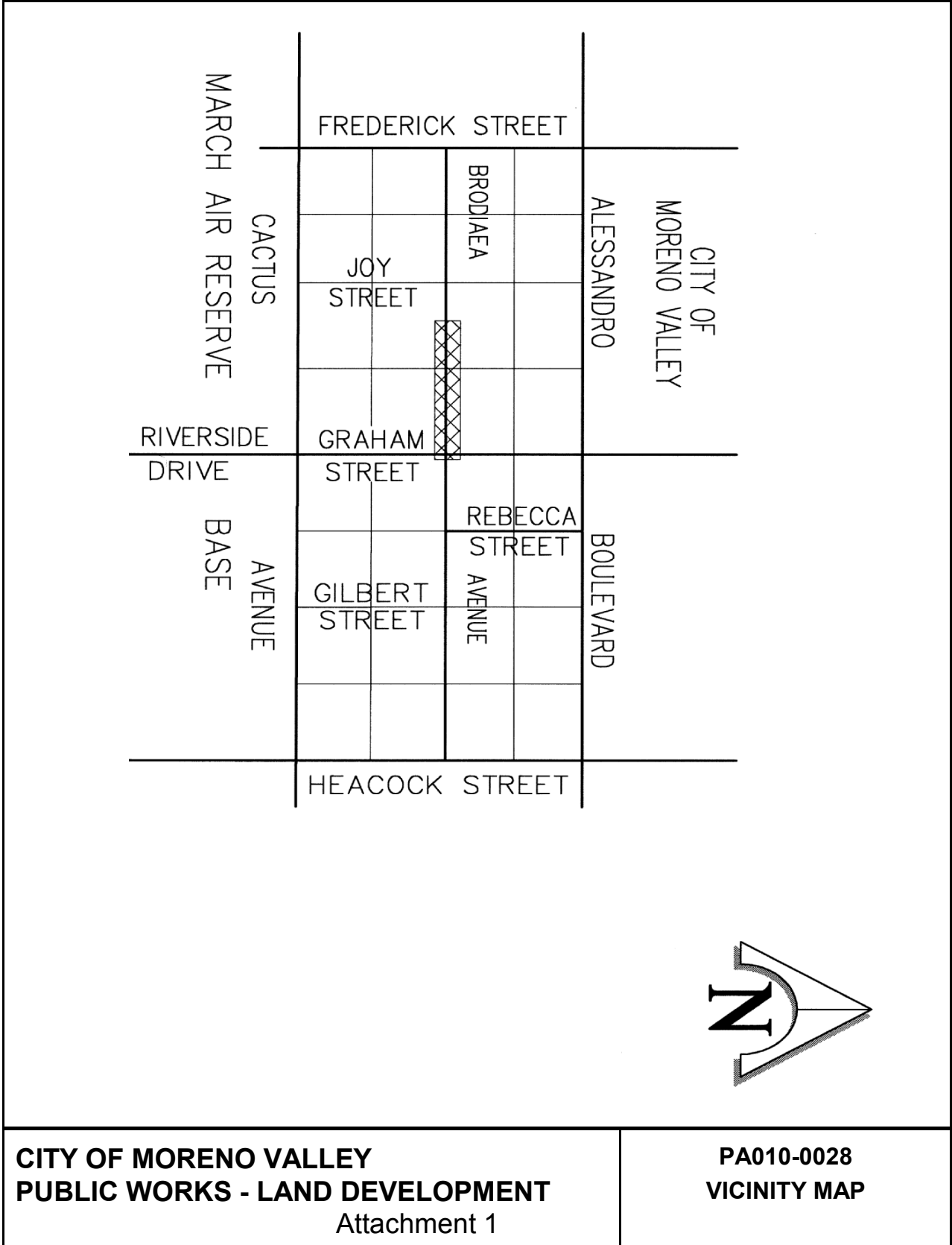
Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-24-11 PA10-0028 - Summary Vacation Street Right-of-Way.doc



**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT**
Attachment 1

**PA010-0028
VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2011\5-24-11 PA10-0028 - Summary Vacation Street Right-of-Way Attachment 1.doc

This page intentionally left blank.

RESOLUTION NO. 2011-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF BRODIAEA AVENUE WEST OF GRAHAM STREET LOCATED ALONG A PORTION OF PARCEL 3 OF PARCEL MAP 32326 AND A PORTION OF LOT 8 OF MAP 1 OF THE BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY

WHEREAS, the City Council of the City of Moreno Valley, California, acquired a right-of-way easement for road and public utility purposes located on the north side of Brodiaea Avenue west of Graham Street; and

WHEREAS, a portion of this right-of-way is no longer, nor in the future will be, useful for road and public utility purposes; and

WHEREAS, no public improvements exist on said portion of right-of way; and

WHEREAS, no public money was expended for maintenance of said portion right-of way,

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

Section 1

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways, and Service Easements Vacation Law," the following described portion of right-of way is summarily vacated and abandoned:

That said portion of Brodiaea Avenue west of Graham Street located along a portion of Parcel 3 of Parcel Map 32326 and a portion of lot 8 of Map 1 of the Bear Valley and Alessandro Development Company, City of Moreno Valley, County of Riverside, State of California described in the attached legal description and illustrated on the plat, attached hereto and made a part hereof, marked Exhibits "A" and "B", respectively.

ATTACHMENT 2

Excepting and reserving from the vacation any easement for existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove or renew such facilities, pursuant to Section 8340 of the Streets and Highway Code.

Section 2

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Brodiaea Avenue revert to the owner of the underlying fee thereof, free from use as an easement for drainage purposes except as noted in Section 1.

Section 3

That the City Clerk of the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 24th day of May, 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.]

EXHIBIT "A"

VACATION OF PUBLIC RIGHT OF WAY

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF BRODIAEA AVENUE AS SHOWN ON AND DEDICATED BY PARCEL MAP NO. 32326, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP FILED IN 218 PPAGES 34 TO 42 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY WHICH LIES WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF "NORTH 89°34'09" WEST 154.01 FEET" IN THE SOUTHERLY BOUNDARY OF PARCEL 3 OF SAID PARCEL MAP; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE COURSES: NORTH 45°25'51" EAST 33.94 FEET; THENCE SOUTH 89°34'09" EAST 52.00 FEET; THENCE SOUTH 44°34'09" EAST 33.94 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 3; THENCE NORTH 89°34'09" WEST 100.00 FEET TO THE POINT OF BEGINNING,

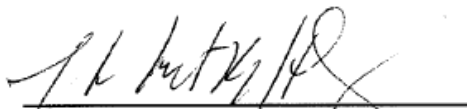
CONTAINING 1,824 SQUARE FEET MORE OR LESS.

PARCEL B:

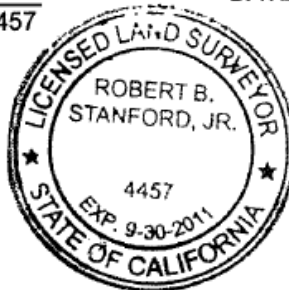
THAT PORTION OF THE NORTHERLY 1.00 FOOT OF BRODIAEA AVENUE, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO. IN BOOK 11 PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WHICH LIES ADJACENT TO THE SOUTHERLY LINE OF LOT 8, BLOCK 242 OF SAID BEAR VALLEY AND ALESSANDRO DEVELOPMENT COUNTY.

CONTAINING 630 SQUARE FEET MORE OR LESS.

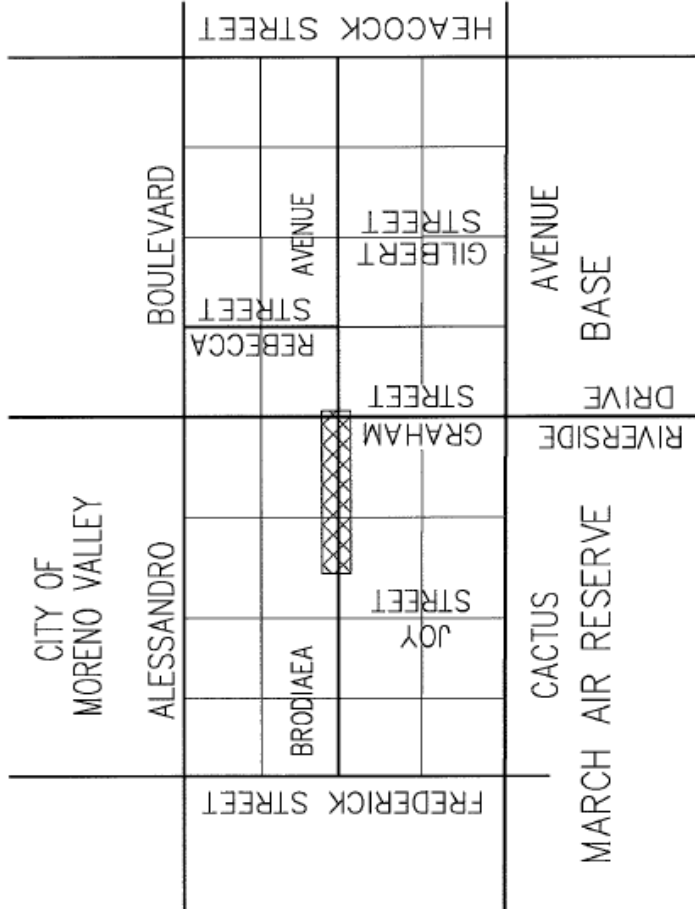
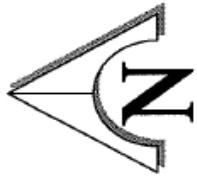
PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


ROBERT B STANFORD JR. PLS 4457
EXPIRES SEPTEMBER 30, 2011

DATE: 5/24/2011



LD-HZ -172-R1
JN 11-0244-20
JANUARY 07, 2011
T.B. 717/D-6
APN: 297-170-05 AND 297-170-66



VICINITY MAP

NOT TO SCALE

SHEET 1 OF 2 SHEETS
PROJECT NO. 11024420

PARCEL MAP NO 32326
P.M.B. 218/34-42 &
LOT 8, BLOCK 242, M.B. 11/10
VICINITY MAP

CITY OF MORENO VALLEY
VACATION OF PUBLIC RIGHT OF WAY
EXHIBIT B

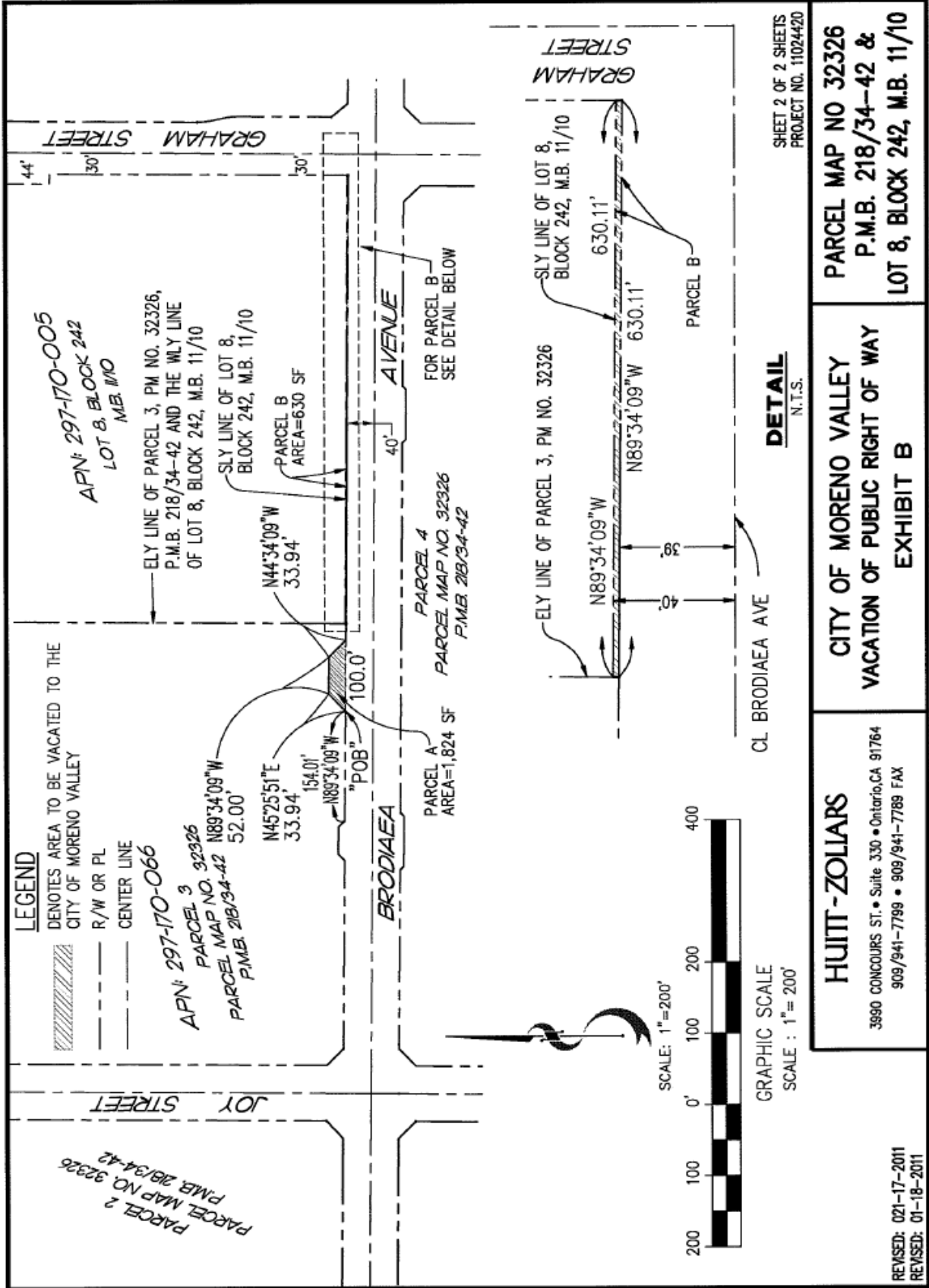
HUITT-ZOLLARS
3990 CONCOURS ST. • Suite 330 • Ontario, CA 91764
909/941-7799 • 909/941-7789 FAX

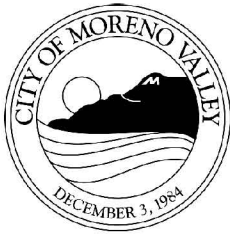
LEGEND



BY: *[Signature]*
DATE: 02/01/2011

REVISED: 02-17-2011
REVISED: 01-18-2011





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

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: May 24, 2011

TITLE: Purchase of Fire Engine for Morrison Park Fire Station

RECOMMENDED ACTION

Staff recommends that the City Council

1. Approve the purchase of a Multi-Function Type 1 Fire Engine and award a bid in the amount of \$445,754 to SMEAL Fire Apparatus Company, Snyder Nebraska as being in the best interest of the City.
2. Approve the purchase of \$50,000 in fire equipment from the Riverside County Fire Department for the Multi-Function Type 1 Fire Engine.
3. Approve the transfer of \$200,000 from Fire Operations operating expense account (133.65110.6251.252) to Fire Operations vehicles expense account (133.65110.6641.645) to partially fund the Fire Engine (the \$200,000 is anticipated Fire Department FY 2010/2011 savings).
4. Approve an appropriation in the amount of \$295,754 from General Fund fund balance to Fire Services Operations Fund account number 133.65110.6641.645 in the amount of \$445,754 and 133.65110.66441.648 in the amount of \$50,000 to fund the purchase of the fire engine and fire equipment.
5. Authorize the Financial & Administrative Services Director to issue a purchase order to SMEAL Fire Apparatus Company in the amount of \$445,754 and issue a second purchase order to Riverside County Fire in the amount of \$50,000 for the purchase of new fire equipment.

ADVISORY BOARD/COMMISSION RECOMMENDATION

At the April 11th, 2011 meeting of the Public Safety Subcommittee, staff was directed to bring this issue forward to the City Council for approval.

BACKGROUND

On June 10, 2008 the City Council authorized STK Architecture (STK) for design of the Morrison Park Fire Station. In approving the 2009/2010 Capital Improvement Project (CIP) budget, the City Council reappropriated funding for various fire stations, allowing the Fire Department additional time to reanalyze its coverage area to size a fire station and locate it at the most effective location.

On February 8, 2010 the Fire Chief presented a request to, and received concurrence from, the Public Safety Subcommittee for design and construction of the Morrison Park Fire Station.

On March 23, 2010, the City Council approved the Agreement for Design Professional Consultant Services with STK Architectural and engineering design and construction contract administration services for Morrison Park Fire Station.

DISCUSSION

The Morrison Park Fire Station is located on APN 487-370-017, owned by the City, at 13400 Morrison Street. The design phase of the project has been on going since April 2010. Ground breaking on the Morrison Park Fire Station is expected in the Fall 2011. Occupancy is projected in November 2012.

City Policy 3.12.260 stated that where advantageous for the City, the City Manager may authorize the Finance Director or purchasing manager to purchase supplies, materials equipment or contractual services through competitively awarded contracts with or of other governmental jurisdictions or public agencies, commonly referred to as "piggybacking", without further contracting, solicitation or formal bidding as described in this chapter. The Fire Department is proposing to "piggyback" on Riverside County Fire Department's contract with SMEAL Fire Apparatus for the purchase of a Type 1 Fire Engine.

Riverside County Fire Department's SMEAL Fire Apparatus contract was awarded through the County's Request for Quote (RFQ) process.

Fire Apparatus design, purchase and build is roughly a one year process. The Fire Department recommends that the City place the order immediately to take advantage of current favorable pricing that changes as of June 3, 2011.

ALTERNATIVES

1. Award the bid purchase of Type I Fire Engine to SMEAL Fire Apparatus Company, Snyder Nebraska as being in the best interest of the City.
2. Not approve the purchase at this time and provide further direction to Staff.

FISCAL IMPACT

The cost to purchase a Multi-Function Type 1 Fire Engine from SMEAL Fire Apparatus Company, Snyder Nebraska is \$445,754 which includes sale tax and delivery. An additional \$50,000 is required to purchase the fire equipment to place on the fire engine, bringing the total cost of the fire engine for the Morrison Park Fire Station to \$495,754. A pricing change is scheduled for June 3, 2011.

In addition to the \$400,000 in Fire Department savings that was presented at the March 22nd Midyear Budget Review, the Fire Department has generated further savings in the amount of \$200,000 due to diligent cost cutting measures. As such, the Fire Department is proposing to use the additional \$200,000 in savings towards the purchase of a fire engine for the Morrison Park Fire Station.

The Fire Department is requesting the remaining \$295,754 be allocated from the General Fund fund balance for the purchase of the fire engine and associated fire equipment.

<u>Description</u>	<u>Amount:</u>
Savings from 133.65110.6251.252 transferred to 133.65110.6641.645	\$200,000
Transfer from General Fund fund balance to 133.65110.6641.645	\$245,754
Transfer from General Fund fund balance to 133.65110.6641.648	<u>\$50,000</u>
	\$495,754

CITY COUNCIL GOALS**Public Safety:**

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

SUMMARY

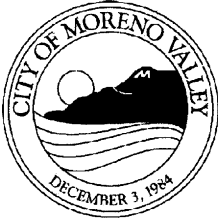
Staff recommends the approval for purchase of a Multi-Function Type 1 Fire Engine to serve the Morrison Park Fire Station.

Prepared By:
Silvio Lanzas
Battalion Chief

Department Head Approval:
Steve Curley
Fire Chief

Concurred by:
Richard Teichert
Financial and Administrative Services Director

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



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: CITY HALL HEATING VENTILATION AND AIR CONDITIONING (HVAC) - ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT AWARD

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Ratify the contract award to Southcoast Heating & Air Conditioning, the lowest bidder, for the installation of the City Hall HVAC equipment, in the amount of \$486,735 (four hundred eighty six thousand seven hundred and thirty five dollars) from EECBG funding in account number 229.80501.7200.
2. Ratify the contract award to Trane in the amount of \$147,809.70 (one hundred forty seven thousand eight hundred and nine and seventy cents) for the purchase of two 75- ton roof top HVAC units and two 6-ton split system units for the MVTV3 City Hall Studio from EECBG funding in account number 229.80501.7200.
3. Approve the addition of a 10% contingency fund in an amount of \$46,673.00 (forty six thousand six hundred and seventy three dollars) to Southcoast Heating & Air Conditioning from monies in the FY 10/11 budget, account number 754.71425.7400 (will not affect the General Fund).

BACKGROUND

The Energy Efficiency & Conservation Block Grant (EECBG) program was created through the American Recovery and Reinvestment Act (ARRA) of 2009, and represents a Presidential priority to deploy the cheapest, cleanest, and most reliable energy

technologies available on a nationwide basis. The ECBG program is modeled after the Community Development Block Grant (CDBG) program administered by the Department of Housing and Urban Development (HUD). It is intended to assist U.S. cities, counties, states, territories, and Indian tribes to develop, promote, implement, and manage energy efficiency and conservation projects/programs to achieve the following objectives:

- Reduce fossil fuel emissions;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation, building, and other appropriate sectors; and
- Create and retain jobs.

Through formula and competitive grants, the EECBG program empowers local communities to make strategic investments to meet the nation's long-term goals for energy independence and leadership on climate change. Funding for the EECBG program totals \$3.2 billion. Of this amount, The City of Moreno Valley was awarded \$1,684,300 in EECBG grant funding.

Of the original eight grant projects identified and approved by Council on January 12, 2010, the Energy Independence Loan Program (EILP) was eliminated due to the passing of AB811. Funding from AB811 essentially provided a source of monies for the same purpose as our intended program. With the elimination of the EILP these project funds were subsequently diverted to the City Hall HVAC project.

City Hall's HVAC system was installed prior to the City purchasing the building. With subsequent remodeling in the interior of the building the HVAC has become less efficient. The two main roof top units have outlived their useful life and are becoming more and more of an expense to fix mechanical breakdowns. Additionally, two additional smaller units will be installed to control air space in the MVTV3 studio in City Hall. This area of the building has historically had heating and cooling issues due to its west facing heating and cooling load and being located on the end of the duct run. Internal zoning of the entire building has been newly designed to accommodate heating and cooling loads from building glass and closed office areas and will be digitally controlled. The Council Dais will have its own zone and will be separately controlled.

DISCUSSION

The Financial & Administrative Services Department assumed responsibility for coordinating a city department-wide effort to identify appropriate projects for the EECBG application. The Purchasing & Facilities Division Manager was assigned this task and an inter-departmental committee was assembled comprising of staff from the following areas:

- Purchasing & Facilities Division
- Moreno Valley Electric Utility
- City Manager's Office

The following steps were then undertaken related to the EECBG process:

1. Grant registration was processed on-line with the Department of Energy;
2. The committee invited all Divisions to participate in identifying energy-related projects;
3. The committee reviewed submitted projects and ranked them according to the following criteria:
 - a. Feasibility of project to meet grant requirements;
 - b. Cost versus payback period; and
 - c. Ability to reduce costs in the General Fund.
4. Prioritize projects for approval by the City Manager.

Details of each project were sent to Department Heads and Division Managers for approval. No opposition was expressed and approval to move forward with the grant application was given by the City Manager.

The approved projects are shown below:

<i>Project Description</i>	<i>Division</i>	<i>Jobs Created or Retained*</i>	<i>Est. Annual Energy Savings</i>	<i>Amount</i>
Energy Independence Loan Program (EILP)	Special Districts	5.5	\$336,860	\$336,860
Energy Strategy Task Force*	Planning	1	TBD	\$332,140
Ball Field Lighting Shadow Mt Park	Community Svcs	6.2	\$5,850	\$302,300
City Hall HVAC Efficiency & Upgrade	Facilities	3	\$7,036	\$275,000
LED Street Name Signs	Transportation	2.8	\$6,600	\$127,000
Arc Logistics Navigator Software	Technology Svcs	1	\$8,984	\$100,000
City Hall Solar Film	Facilities	0.5	\$29,189	\$44,000
Library Light Retrofit - Interior & Parking	Facilities	0.4	\$10,000	\$40,000
Sr Cntr Light Retrofit - Interior & Parking	Facilities	0.4	\$7,700	\$36,000
City Hall Light Retrofit - Interior	Facilities	0.4	\$9,917	\$35,000
City Hall Light Retrofit - Parking Lot	Facilities	0.3	\$15,000	\$30,000
FS 6 Light Retrofit - Interior	Facilities	0.2	\$3,200	\$7,000
FS 48 Light Retrofit - Interior	Facilities	0.2	\$3,200	\$7,000
FS 65 Light Retrofit - Interior	Facilities	0.2	\$3,200	\$7,000
Grant Administration	Facilities	0.5		\$5,000
	TOTALS:	22.6	\$446,736	1,684,300

* DOE explanation of creation or retention of jobs: "Invest funds in programs and projects that create and/or retain jobs and stimulate the economy while meeting long term energy goals". Instructions state to take the amount for the project and divide it by \$92,000 to come up with how many jobs will be retained or created.

The DOE was instructed by Congress to obligate EECBG funds within 18 months of individual awards. The City of Moreno Valley's deadline was April 21, 2011. The original City budgeted funding for the City Hall HVAC project in the amount of \$275,000 was eliminated via the DRO process in July of 2010. The Department of Energy (DOE)

allows for project funding to be reallocated as needed. In September of 2010 we asked for reallocation and were granted permission on November 24, 2010 to utilize \$275,000 of the EILP line item. Subsequently, we have been authorized to utilize remaining funds from other EECBG project funds for the City Hall HVAC project. Currently there is a total of \$717,652 available for the City Hall HVAC Project from EECBG funding sources.

Due to the DRO process and the elimination of funding and subsequent lengthy approval from DOE to move funds between projects, the City Hall HVAC project was not started until late 2010. Utilizing the RFP process the Purchasing and Facilities Division awarded the mechanical engineering contract on January 19, 2011 to TMAD Taylor and Gains in the amount of \$76,415 to facilitate the project. A project scope was assembled and a bid for the entire project was let on March 31, 2011.

The City's DOE Project Manager could not grant an extension to the April 21, 2011 obligation deadline and stated that Congress could in fact ask for the money back after this date. In order to not risk losing EECBG funding a business decision was made by the City Manager's office to award and obligate a purchase order to the lowest bidder no later than April 21, 2011.

Additionally, the City opted to purchase HVAC hardware with EECBG funding directly from the manufacturer, eliminating contractor price markup. Utilizing TMAD Taylor and Gains to obtain pricing on HVAC hardware, The Trane Corporation was the lowest priced unit obtained through quotes received. Trane equipment is currently installed on City Hall and structural roof curbing can be utilized to fit the new Trane units. A purchase order in the amount of \$147,809.70 was created to Trane for the purchase of HVAC equipment. Additionally, utilizing Trane controls will save the City an additional \$30,000 reflected in the Southcoast quote.

ALTERNATIVES

1. Ratify the contract award to Southcoast Heating & Air Conditioning, the lowest bidder, for the installation of the City Hall HVAC equipment, in the amount of \$486,735.00 (four hundred eighty six thousand seven hundred and thirty five dollars) from EECBG funding in account number 229.80501.7200.
2. Ratify the contract award to Trane in the amount of 147,809.70 (one hundred forty seven thousand eight hundred and nine and seventy cents) for the purchase of two 75- ton roof top HVAC units and two 6-ton split system units for the MVTV3 City Hall Studio from EECBG funding in account number 229.80501.7200.
3. Ratify an internal 10% contingency fund in an amount of \$46,673.00 (forty six thousand six hundred and seventy three dollars) from monies in the FY 10/11 budget, account number 754.71425.7400.

4. Elect not to ratify the awards listed in No. 1, 2 & 3 above, cancel purchase orders and City Agreements and provide further direction to staff.

FISCAL IMPACT

Approval of Alternatives No. 1, 2, & 3 will not obligate the City to utilize funding from the General Fund. The energy and efficiency related upgrades to replace the City Hall HVAC system, totaling \$275,000 that were defunded from the FY 2010-11 budget in order to meet cost reduction targets, can now proceed with grant funding. The total estimated energy savings from this recommended project is \$7,036 annually.

CITY COUNCIL GOALS

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

SUMMARY

The U.S. Department of Energy is funding grants throughout the United States to promote energy efficiency. The program is known as the Energy Efficiency & Conservation Block Grant (EECBG).

Public agencies were allocated EECBG funds based on population. The City of Moreno Valley's allocation is \$1,684,300. The Financial & Administrative Services Department assumed responsibility for coordinating a city-wide effort to identify appropriate energy efficiency projects for the EECBG application. A total of fourteen projects were selected and approved by the City Manager and subsequently approved by the Department of Energy.

The City Hall HVAC project was originally to be matched with City budgeted funding in the amount of \$275,000 and subsequently given up in the DRO process. Reallocation of funding from the EILP project allowed for the City Hall HVAC project to proceed. A mechanical engineer was brought on board and a bid was let and a lowest priced vendor obtained.

The 18-month obligation deadline was April 21, 2011. In order to eliminate the risk of losing such funds, a business decision was made to award to the lowest bidder and additionally purchase the lowest priced replacement hardware by this deadline. Ratification of these awards is recommended to complete the City Hall HVAC Energy Efficiency Project.

ATTACHMENT/EXHIBIT

1. Independent Contractor Agreement

Prepared By:
Name: Rix Skonberg
Title: Purchasing & Facilities Division Manager

Department Head Approval:
Name: Richard Teichert
Title: Financial & Administrative Services Director

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

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Southcoast Heating & Air Conditioning LP (a Partnership), hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the City signs this Agreement.

1. **CONTRACTOR INFORMATION:**

Contractor's Name: Southcoast Heating & Air Conditioning L.P.

Address: 2373 La Mirada Drive

City: Vista State: CA Zip: 92081

Business Phone: 760-941-7000 Fax No: 760-941-8342

Business License Number: Pending

Federal Tax I.D. Number: 20-8072342

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of services is described in Exhibit "A" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal document shall take precedence over the Contractor's Proposal (Exhibit "B").
- B. The City's responsibilities, other than payment, are described in Exhibit "C" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference.

The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-

ATTACHMENT A

performance or unjustified delay by Contractor, its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Contract Supervision. The City official administering this Agreement shall be the Purchasing & Facilities Division Manager or his designee. The Contractor's representative shall be _____ or his designee. Upon request, the Contractor or his representative will walk the facilities with the City representative for the purpose of determining compliance with the contract. The Contractor's representative must be authorized to sign documents and effect changes on the job. The City will not provide training to the Contractor or any of its employees.
- B. 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.
- C. 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].
- D. Services and Materials Conformance. All services and materials supplied by the Contractor shall conform to the specifications contained within this Agreement as well as to the applicable requirements of the City Ordinances, and all applicable State and Federal Laws. If delivery of the services or materials cannot be made exactly as specified and at the time and price shown, the Contractor shall immediately notify the City Facilities Division. Changes or variations shall not be made without advance City approval.
- E. Inspections and Acceptance. Inspection and acceptance of services and/or materials will be accomplished by the City. Until final inspection and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from the negligence of the City of Moreno Valley. Notwithstanding the requirements for any City inspection and test

contained in specifications applicable to this Agreement, except where specialized inspections or tests are specified for performance solely by the City, the Contractor shall perform or have performed the inspections and tests required to substantiate that the services and materials provided under the Agreement conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.

- F. Manufacturer's Warranties. The Contractor shall provide documentation for manufacturer's warranties for services and/or materials furnished under this Agreement prior to acceptance by the City. The Contractor will provide the most favorable commercial warranties given to any customer for such services and materials and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement.
- G. Contractor Warranties. The Contractor will provide warranty of workmanship, operation, parts, and performance for a minimum of one year or as specified in Exhibit A, Contractor's Scope of Services.
- H. Default by Contractor: In case of default by the Contractor, the City reserves the right to procure the services and materials from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby
- I. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley, 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 workers' compensation. It further establishes that the Contractor shall be fully responsible for such coverage.
- K. 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 its 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.

L. 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

Workers’ Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the 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 Workers’ 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, their 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.

- M. 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.
- N. 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 to each attached quote or Proposal when accepted and signed by both parties. 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.
- O. Termination.
1. The City reserves the right to terminate the "Independent Contractor Agreement" for the convenience of the City at any time by giving ten

- (10) days' written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.
2. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.
 3. If the Contractor fails to meet the specifications of this Contract for any ten (10) consecutive or non-consecutive days, the City may, at its option, terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.
 4. This agreement may be terminated by either party upon written notice not less than thirty (30) days prior to the proposed termination date.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. 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 three (3) years following completion of the services under the Agreement.
- Q. 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.
- R. 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.

S. Emergency Numbers and Call-Outs. The Contractor shall have the capability to receive and respond immediately to emergency calls during normal working hours and hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

1. In the event that emergency work is required, the Contractor shall notify the City representative or his designee by telephone in advance before any such work is commenced. Non-emergency maintenance work beyond the scope of the Contract requires written approval before the work is performed.
2. In situations involving emergency work to be performed after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
3. The Contractor shall supply the Purchasing & Facilities Division Manager with name(s) and phone number(s) of responsible person(s) representing the Contractor for 24-hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing by the end of that business day. Emergency response is defined as anything:

Per City representative(s)
By prior agreement
Public health/safety matters

T. Equipment and Labor. Contractor shall furnish and maintain in good condition all equipment and supplies, except for consumables, required for the performance of this Agreement. The equipment and supplies shall meet all requirements, ordinances, and laws. Only competent labor shall be employed on the work, and the Contractor shall comply with the Labor Code of the State of California and Federal and State laws related to labor. Contractor shall obey the provisions of the Labor Code regarding minimum wage and shall not discriminate because of sex, race, national origin, or religion.

U. Additions/Deletions. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the Specifications and/or the locations of service. Any change in the Specifications that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Southcoast Heating & Air Conditioning

By: _____
Henry Garcia
City Manager

By: _____
Name:
Title:

Date: _____

Date: _____

Approved as to Content:

By: _____
Name:
Title:

Richard Teichert
Financial & Administrative Services
Director

Date: _____

Date: _____

Approved as to Legal Form:

City Attorney

Date: _____

Attachments: Exhibit "A" – Scope of Services
Exhibit "B" – Contractor's Proposal
Exhibit "C" – City's Responsibilities
Exhibit "D" – Payment Terms

EXHIBIT A
SCOPE OF SERVICES

- A. This Agreement between the City of Moreno Valley and Contractor is for the replacement/upgrade of the City's HVAC system at City Hall located at 14177 Frederick Street, Moreno Valley, as outlined in the City's Request for Proposal VAG 10/11-05.

All construction work shall be performed within 60 working days from the issuance of the Notice to Proceed to be conducted during the following hours:

Monday through Thursday Between 6:00 PM and 3:00 AM
Friday through Sunday Between 7:00 AM and 4:00 PM

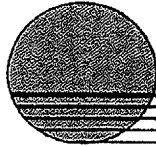
- B. Extra Services. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

A cost estimate will be submitted for approval prior to work being done. Reports are to be submitted on forms furnished by the Contractor and shall itemize costs for labor, materials, description of work performed, and hours worked.

Labor costs shall be based on the proposed wage scale for each type of workman. Employer payments for payroll taxes and insurance, health and welfare, pension, vacation, and other direct labor costs are to be included.

1. Response time for extra services shall be as quickly reasonable as the situation dictates. The City reserves the right to use or not use the Contractor to perform any Extra Services.
 2. Extra services are those items not listed in the RFP. The City reserves the right to use or not use the Contractor to perform any Extra Services.
- C. All services and completed work must meet local, county, state, and federal codes and regulations, as well as comply with all Department of Energy, Energy Efficiency and Conservation Block Grant requirements.
- D. The Contractor shall obtain, at his expense, a City of Moreno Valley business license prior to any work being performed.
- E. During the course of the project's work any City-required permits shall be applied for and obtained by the Contractor, but paid for by the City.

EXHIBIT B
CONTRACTOR'S PROPOSAL
(See Attached)



SOUTHCOAST

HEATING & AIR CONDITIONING, L.P.

April 18, 2011

City of Moreno Valley

Subject: City Hall

The controls system that is requested from the City is a Bacnet type system which has proprietary issues for programming;

Option # 1

If you want to stay with the BACnet system Trane has a system that will meet the required criteria for a savings of **\$30,000.00** off the entire bid price. That will lower the bid price from our \$516,735.00 down to a new total of **\$486,735.00**

Option # 2

The proposed BAS is a state of the art LonWorks Open System. The proposed system meets and exceeds the intent of the bid documents, but deviates from the bid documents in way of proposing an OPEN Interoperable LonWorks system as opposed to the specified BACnet system. Some of the differences between BACnet and LonWorks include a full interoperability in LonWorks. We can take a controller from one manufacture and replace it with a controller from another manufacture directly. Also we can program the sequence of operation with one compiler no matter what the hardware manufacture. This is not possible with BACnet and forces the end-user to use tools specific to the manufacture in every system installed. Deeper level of interoperability directly translates to greater choices in hardware, software and available labor. For the first time it allows for competitive bidding of maintenance contracts, and system expansions.

The proposed system is manufactured in San Diego, CA. and complies with all Buy American Act and Green Initiative for electronics RoHS.

The LonWorks system will save **\$20,000.00** and meets a different criteria but is completely open to any company so there is no proprietary programming issues what so ever.

This option will reduce our total project cost to \$ 496,735.00

Thank you for the opportunity of working with the City of Moreno Valley,

Sincerely,

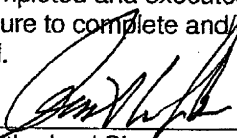
Grant Lohr
General Manager & V.P.

**CITY OF MORENO VALLEY
SUBMISSION CERTIFICATION**

I hereby submit to the City of Moreno Valley the following proposal for work outlined in the specifications entitled "**Construction Services – City Hall HVAC System, RFP #VAG 10/11-05.**" All of the following documents (check below) are completed, fully executed, and included in my proposal as required in the request for proposal document (with the exception of the two bonds required by the successful bidder):

- Submission Certification (Page 38)
- Proposal (Pages 39-40)
- Proposal Form (Page 41)
- Worker's Compensation Certificate (Page 42)
- Contractor's Qualification Statement (43)
- List of Subcontractors (Page 55)
- Guaranty (Page 59)
- Certification For Contracts, Grants, Loans, And Cooperative Agreements
- Non-Collusion Affidavit (Page 60)
- Customer References (Page 61)
- Signature Authorization (Page 62)
- Addenda Acknowledgement (Page 68)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the bid as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid.

	<i>GRANT W. LOWE V.P. & A.M.</i>
Authorized Signature	Printed Name and Title
<i>4/18/2011</i>	<i>760-941-7000</i>
Date Signed	Telephone Number

PROPOSAL

City of Moreno Valley
Moreno Valley, CA 92552
RFP # VAG 10/11-05

Proposals are required for the entire work, and the City reserves the right to select or reject any or all bids.

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, services, transportation, utilities, and all other items and facilities necessary therefore as provided in the Contract Documents, and to do everything required therein for:

“Construction Services – City Hall HVAC System, RFP #VAG 10/11-05”

As specifically set forth in documents entitled: **“Construction Services – City Hall HVAC System, RFP #VAG 10/11-05”** together with appurtenances thereto, all as set forth in the specifications and other contract documents; and he further proposes and agrees that, if this bid is accepted, he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications, and other Contract documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore the prices set forth in the Bid Form, forming a part hereof.

IT IS UNDERSTOOD AND AGREED THAT:

1. The undersigned has carefully examined all the Contract documents which will form a part of the Contract; namely, Notice Inviting Proposals, the Request for Proposal, Technical Specifications, Division 1 documents, the Proposal Forms, the List of Subcontractors, the Independent Contractor’s Agreement, the Faithful Performance Bond, the Labor and Materials Bond, the Non-collusion Affidavit, and all additions, deletions, modifications and appendices and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself with all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of the work and has checked carefully all works and figures inserted in this bid and he further understands the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. The undersigned will execute the Agreement and furnish the required Performance Bond, the Labor and Materials Bond and proof of insurance coverage within fourteen (14) days (not including Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, this bid may not be withdrawn for a period of sixty (60) days after date set for opening thereof, unless otherwise required by law.
5. The undersigned hereby certifies that this Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

6. If this bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums of the bid contract amount, with surety satisfaction to the City of Moreno Valley within ten (10) days, not including Sundays and legal holidays, after award of the Contract by the City of Moreno Valley, may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the City of Moreno Valley.

NOW, in compliance with Notice Inviting Proposals, and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Proposal Form(s) upon which award of contract is made.

DATED this 18 day of APRIL, 2011

BIDDER: SOUTHWEST HEATING & AIR COND. LICENSE CLASSIFICATION: C-20

BY: [Signature] TITLE: V.P. & G.M.

GRANT W. LONG
(Please print name)

Names and addresses of all members

Bidder's Business Address

of the firm or names and titles of

2373 LA MIRADA DRIVE

all officers to the corporation:

VISTA, Co. 92081
City State Zip

EDUARDO DUNN - CEO

DAVID SCHWELLMER - Pres.

Bidder's Telephone Number

GRANT LONG V.P.

760-941-7000
(Area Code) Number

Corporation organized under the laws of the State of: DELAWARE.

Contractor's License Number: 894187

(Corporate Seal)

License Expiration Date: 4/30/2011

Federal Tax ID # 20-8072342

Representations made herein are made under penalty of perjury.

Surety or Sureties:

Hess, Egan, Hagerly & L'Hommedian
41 University Dr. Ste 405
Newtown, PA 18940

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

State of California
 County of Riverside

Subscribed and sworn to (or affirmed) before me
 on this 16th day of April, 2011,
Date Month Year

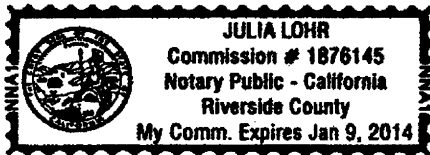
by (1) Grant W. Lohr
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.)
 (and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)

Signature *Julia Lohr*
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.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 4/6/2011 Number of Pages: 1

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
 Top of thumb here

CITY OF MORENO VALLEY

PROPOSAL FORM

Construction Services – City Hall HVAC System, RFP #VAG 10/11-05

TO THE CITY OF THE CITY OF MORENO VALLEY, CALIFORNIA:

The undersigned declares that the locations of the proposed work, the specifications, and contract documents have been carefully examined; and being familiar with all conditions surrounding the work, including the availability of materials and labor, the undersigned hereby proposes to furnish all labor and incidentals to complete all work. All the aforementioned shall be done in accordance with said specifications and contract documents for the price set forth in the following schedule:

ITEM NO	DESCRIPTION	AMOUNT FOR RFP
1 CONSTRUCTION COST		
1.1	Base Construction Cost Total (including all specifications and construction drawings)	\$ 516,735 ⁰⁰ / ₁₀₀
Total Bid Value		\$ 516,735 ⁰⁰ / ₁₀₀

Total Proposal Quote in Words:

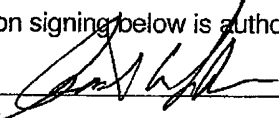
Five hundred Sixteen thousand Seven hundred thirty-five dollars + ⁰⁰/₁₀₀

2 DEDUCTIVE BID ITEMS

2.1	Bid Item 1 - Installation of FC-1, FC-2, CU-1, CU-2 labor and materials including electrical, controls, equipment platform, roof and wall penetrations (MVTV Studio)	< \$ 41,623.00
2.2	Bid Item 2 - DDC Controls System labor and materials	< 191,000.00 >
2.3	Bid Item 3 - Installation of AC-1 & AC-2 labor and materials including electrical, plumbing, roof repair and modification of roof screen wall	< 47,964.00 >

Contractor: SOUTHWEST HEATING & AIR CONDITIONING, LP.
 Address: 2373 LA MIRADA DRIVE, VISTA, CALIFORNIA 92081
 Phone: 760-941-7000 Fax: 760-941-8342

The person signing below is authorized to provide this quote for his/her company:

Signature:  Date: 4/18/2011
 Name printed: GRANT W LOWR Title: V.P. & G.M.

CITY OF MORENO VALLEY
WORKERS' COMPENSATION CERTIFICATE

The Bidder shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.



Signature

SOUTHEAST HEATING & AIR CONDITIONING, INC.

Company Name

GRANT W. HAWK

Printed Name

V.P. & G.M.

Title

4/18/2011

Date

**CITY OF MORENO VALLEY
CONTRACTOR'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. (Note: Attach separate sheets as required)

My organization is a

Corporation _____
Partnership _____ ✓
Individual _____
Joint Venture _____
Other _____

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
3. If a Corporation, answer the following:
 - 3.1. Date of incorporation:
 - 3.2. State of incorporation:
 - 3.3. President's name:
 - 3.4. Vice-president's name:
 - 3.5. Secretary's or Clerk's name:
 - 3.6. Treasurer's name:
4. If individual or partnership answer the following:
 - 4.1. Date of organization:
 - 4.2. Name and address of all partners. (State whether general or limited partnership.):
5. If other than corporation or partnership, describe organization and name principals:
6. We normally perform 65 % of the work with our own forces. List trades on separate page.
7. In accordance with Government Code Section 14310.5, the Bidder shall answer, under penalty of perjury:
Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of a violation of law or a safety regulation? If the answer is yes, explain the circumstances on a separate page.

Yes _____ No X

NOTE: This question constitutes a part of the Proposal, and signature on the signature portion of the Proposal shall constitute signature of this questionnaire.

Southcoast

PROPOSER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Copy form as needed.**

NAME <i>Sentry Fire Protection</i>		LICENSE NO. AND CLASSIFICATION <i>446535 C16</i>	
TELEPHONE <i>951-637-7353</i>		DESCRIPTION OF WORK CONTRACTED: <i>Fire Sprinklers</i>	
ADDRESS <i>16601 Creekside Rd</i>	BID ITEM NOS.	AMOUNT <i>T.B.D.</i>	% OF TOTAL BID
CITY, ZIP <i>Riverside CA 92503</i>			

NAME <i>United Automatic Sprinklers</i>		LICENSE NO. AND CLASSIFICATION <i>849075 C16</i>	
TELEPHONE <i>951-413-1700</i>		DESCRIPTION OF WORK CONTRACTED: <i>Fire Sprinkler</i>	
ADDRESS <i>14161 Elsworth St. Suite H</i>	BID ITEM NOS.	AMOUNT <i>T.B.D.</i>	% OF TOTAL BID
CITY, ZIP <i>Moreno Valley 92553</i>			

NAME <i>Advantage Painting</i>		LICENSE NO. AND CLASSIFICATION <i>763556 B+C-33</i>	
TELEPHONE <i>951-255-3773</i>		DESCRIPTION OF WORK CONTRACTED: <i>Painting & Patching</i>	
ADDRESS <i>24290 Elm Creek</i>	BID ITEM NOS.	AMOUNT <i>T.B.D.</i>	% OF TOTAL BID
CITY, ZIP <i>Moreno Valley, CA</i>			

NAME <i>Quark Communications, Inc.</i>		LICENSE NO. AND CLASSIFICATION <i>769276 C-10</i>	
TELEPHONE <i>760-634-6845</i>		DESCRIPTION OF WORK CONTRACTED: <i>Controls</i>	
ADDRESS <i>2033 San Elijo Ave 290</i>	BID ITEM NOS.	AMOUNT <i>T.B.D.</i>	% OF TOTAL BID
CITY, ZIP <i>Cardiff 92007</i>			

Southcoast

PROPOSER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) – PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Copy form as needed.**

NAME <i>Superior Acoustics</i>		LICENSE NO. AND CLASSIFICATION <i>628999 C-2</i>		
TELEPHONE <i>951-894-2055</i>		DESCRIPTION OF WORK CONTRACTED: <i>Ceiling acoustic tile.</i>		
ADDRESS <i>38261 Iris Way</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Murrieta 92563</i>				

NAME <i>Penn Air Control</i>		LICENSE NO. AND CLASSIFICATION <i>348326 C-20</i>		
TELEPHONE <i>800-266-9091</i>		DESCRIPTION OF WORK CONTRACTED:		
ADDRESS <i>5941 Lakeshore Dr.</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Cypress 90630</i>				

NAME <i>Chem pro</i>		LICENSE NO. AND CLASSIFICATION <i>N/A</i>		
TELEPHONE <i>858-565-2462</i>		DESCRIPTION OF WORK CONTRACTED: <i>water treatment</i>		
ADDRESS <i>941. West 190th Street</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Gardena 90248</i>				

NAME Maxim Crane <i>Maxim Crane</i>		LICENSE NO. AND CLASSIFICATION <i>860395 A</i>		
TELEPHONE <i>412-504-0167</i>		DESCRIPTION OF WORK CONTRACTED: <i>Crane.</i>		
ADDRESS <i>1225 Washington Pike</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Bridgeton PA 15017</i>				

Southcoast

PROPOSER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Copy form as needed.**

NAME <i>Trane US Inc</i>		LICENSE NO. AND CLASSIFICATION <i>541821 B</i>		
TELEPHONE <i>626-913-7123</i>		DESCRIPTION OF WORK CONTRACTED: <i>controls + Equipment</i>		
ADDRESS <i>17760 Rowland Street</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>City of Industry 91748</i>				
NAME <i>Sub Sunbelt Controls Inc.</i>		LICENSE NO. AND CLASSIFICATION <i>800423 C-7</i>		
TELEPHONE <i>818-244-6571</i>		DESCRIPTION OF WORK CONTRACTED: <i>controls</i>		
ADDRESS <i>6265 San Fernando Rd</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Glendale 91201</i>				
NAME <i>Climatech Climatec</i>		LICENSE NO. AND CLASSIFICATION <i>929807</i>		
TELEPHONE <i>949-474-0955</i>		DESCRIPTION OF WORK CONTRACTED: <i>controls</i>		
ADDRESS <i>18002 Cowan</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Irvine 92614</i>				
NAME <i>Gardner Company, Inc</i>		LICENSE NO. AND CLASSIFICATION <i>871464 C20</i>		
TELEPHONE <i>951-696-4495</i>		DESCRIPTION OF WORK CONTRACTED:		
ADDRESS <i>38340 Innovation Court Suite 704</i>		BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Marrieta CA 92563</i>				

Southcoast

PROPOSER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) – PART I

The proposer shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Copy form as needed.**

NAME <i>United Concrete Coring</i>		LICENSE NO. AND CLASSIFICATION <i>748846 D6</i>	
TELEPHONE <i>951-789-1934</i>		DESCRIPTION OF WORK CONTRACTED: <i>Concrete coring</i>	
ADDRESS <i>231 E. Alessandro Blvd, Suite A372</i>	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Riverside, 92508</i>			

NAME <i>McDonald Electric, Inc</i>		LICENSE NO. AND CLASSIFICATION <i>944756 C-10</i>	
TELEPHONE <i>951-684-1663</i>		DESCRIPTION OF WORK CONTRACTED: <i>Electrical</i>	
ADDRESS <i>485 Rivera St. Unit B</i>	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Riverside 92501</i>			

NAME <i>Inland Pacific Electrical</i>		LICENSE NO. AND CLASSIFICATION <i>830315 C-10</i>	
TELEPHONE <i>909-948-9369</i>		DESCRIPTION OF WORK CONTRACTED: <i>Electrical</i>	
ADDRESS <i>9155 Archibald Ave. Suite 905</i>	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Rancho Cucamonga 91730</i>			

NAME <i>New Millenium Construction</i>		LICENSE NO. AND CLASSIFICATION <i>764377 B C39</i>	
TELEPHONE <i>951-200-5129</i>		DESCRIPTION OF WORK CONTRACTED: <i>roofing</i>	
ADDRESS <i>25888 Iris Ave Unit C</i>	BID ITEM NOS.	AMOUNT	% OF TOTAL BID
CITY, ZIP <i>Moreno Valley 92551</i>			

GUARANTY

TO THE CITY OF MORENO VALLEY, CALIFORNIA

The undersigned guarantees the completion of “**Construction Services – City Hall HVAC System, RFP #VAG 10/11-05**”

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Specifications, due to any of the above causes, all within twelve (12) months after date on which this Contact is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned.

In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

SIGNED: SOUTHEAST HEATING & AIR CONDITIONING, L.P.
Contractor

By: CAROL W. LONG Title: V.P. & G.M.

Dated this 18 day of April, 2011.

NOTE: The Bidder shall execute the Guaranty on this page at the time of submitting the Proposal.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SOUTHCOST HEATING & AIR CONDITIONING, L.P.

Organization Name

GERARD W LONK

Name of Authorized Official


Signature

4/18/2011
Date

CITY OF MORENO VALLEY

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL
(Per Public Contract Code Section 7106)

“Construction Services – City Hall HVAC System, RFP #VAG 10/11-05”

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

Grant W. Lohr being first duly sworn, deposes and says he or she is V.P & G.M. (sole owner, partner, president, secretary, etc.) of SOUTHWEST HEATING & AIR COND. CO. the party making the foregoing Proposal; that the Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder; or to fix any overhead, profit, or cost element of the Proposal price, or that of any other Bidder; or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true. And further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNED: [Signature]
Title: V.P. & G.M.

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20____

Notary Public (Seal)

See Attached Jurat for Cal. all purpose wording

CUSTOMER REFERENCES

Bidding Company: Southcoast Heating & Air Conditioning

Print or Type All

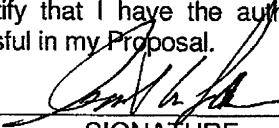
LIST THREE (3) AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS WITH A SIMILAR PROJECT	
1.	Name of Agency Barnhart Balfour Beatty
	Address 10760 Thornmint Road
	Contact Person Name Tim Berry
	Contact Person Phone 858-385-8200
	Short Project Description Black Mountain School Remove and Replace 42 units
	Date of Completion Sept 2010
2.	Name of Agency San Diego Water Authority
	Address 610 W. 5th Ave Escondido CA
	Contact Person Name Rachael Loring
	Contact Person Phone 760-480-1991
	Short Project Description Remove, Replace & Rebuild 9 A/c systems
	Date of Completion Feb 2011
3.	Name of Agency Hal Hay Construction, Inc.
	Address 1835 Chicago Ave Ste C Riverside CA
	Contact Person Name Diane Powell
	Contact Person Phone 951-788-0903
	Short Project Description U.S. Navy Project: Install 89 hot water fan coils, Hot water boiler w/pumps & plumbing
	Date of Completion Nov. 2010

SIGNATURE AUTHORIZATION

Bidding Company: SOUTHWEST HEATING & AIR CONDITIONING, L.P.

A. I hereby certify that I have the authority to offer this Proposal to the City of Moreno Valley for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my Proposal.

GRANT W. LONK
NAME


SIGNATURE

B. The following information relates to the legal Contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

An individual.

A partnership, Partners' names: EDWARD DUNN, DAVID SEIBELIARDOT

A company.

A corporation.

2. My tax identification number is: 20-8072342
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this Proposal. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following ADDENDA and the cost, if any, or such revision has been included in the TOTAL PROPOSAL of the Bidding Schedule(s). If NONE, WRITE "NONE" ON THE FIRST LINE.

ADDENDUM NO. 1 DATED 4/12/2011
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____

Name of Bidder SOUTHWEST HEATING & AIR CONDITIONING, L.P.

Address 2373 LA MIRADA DRIVE, VISTA, CA. 92081

Telephone No. 760-941-7000


By:  GRANT LONG
Signature

EXHIBIT C
CITY'S RESPONSIBILITIES

- A. The City of Moreno Valley is responsible for providing requests for service, access to sites to perform estimates and/or work, and organizing site visits.
- B. Pay for all City-required licenses and permits, except for a City of Moreno Valley business license.
- C. Provide escorts at sites that require the presence of a City employee during work periods.
- D. Provide electricity.
- E. Provide a vacant office space at City Hall for Contractor's use for the full duration of the project.
- F. A copy of the Notice Inviting Requests for Proposals, the Request for Proposal, the Contractor's Proposal, and this Agreement will remain on file with the City in accordance with applicable laws.

EXHIBIT D
PAYMENT TERMS

A. Contractor rates:

1. Costs for this project shall be as follows:

Contractor's original proposed base bid		\$516,735.00
Contractor's accepted DDC substitution	-	<u>30,000.00</u>
Revised bid amount		\$486,735.00

B. Sales and Use Taxes: Sales tax must be shown on the invoice as a separate item. On out-of-state purchases, the vendor must show his Use Tax Permit Number issued by the California State Board of Equalization, which authorizes him to charge and collect California sales tax.

C. Excise Tax: If federal excise tax is applicable to the transaction, it must be so stated and excluded from the price of the article. The City of Moreno Valley, as a governmental agency, is exempt from the payment of said tax and will issue an exemption certificate.

D. Miscellaneous Charges: Charges for transportation, containers, packing, etc, will not be allowed unless so specified in this order.

E. Payments:

1. On or about the first of each calendar month, the Contractor shall request payment for the work performed prior to such date. Each payment request shall be accompanied by the updated progress schedule indicating progress achieved to that date.

Upon approval by the Purchasing & Facilities Manager, or his designee, of the Contractor's estimate of work completed, the City will make a progress payment to the Contractor equal in amount to the approved estimate less a retention of ten percent (10%) and less the total of all previous payments. In preparing estimates, the material delivered on the site, preparatory work done, and the cost of bonds and insurance paid may be taken into consideration. The City Purchase Order number **must** be stated on all invoices submitted.

Upon completion of the project, the Contractor may request full payment for his work, and after acceptance of the work by the City, the City will make a final progress payment as described above. The amount retained will continue to be retained until thirty-five (35) days after the date of acceptance and upon receipt of appropriate invoices and lien releases. In case of default by the Contractor, the retention shall be retained by the City, as liquidated damages, as provided in the section relating to Suspension of Contract.

2. The City will pay the Contractor for all acceptable services rendered in accordance with the "Independent Contractor Agreement."
 3. When the Contractor is performing, or is requested to perform, work beyond the scope of service, a Change Order will be issued.
 4. The Contractor shall receive no compensation for any re-work necessary as result of Contractor errors or oversight.
- F. Invoices: Invoices shall be submitted in duplicate (one copy shall be marked "Original") when you the Contractor require an invoice copy with payment. Unless otherwise specified, the invoice shall contain the following information: purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, freight charges, all applicable taxes and handling charges where authorized. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants.
- G. Assignment of Claims: Claims for monies due or to become due under any purchase order shall be assigned only pursuant to prior written consent of the City Manager or his designated representative.

BOND NO. _____

PREMIUM \$ _____

FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)

PROJECT NO. VAG 10/11-05

**REPLACEMENT OF CITY HALL HVAC SYSTEM
14177 FREDERICK STREET, MORENO VALLEY**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to Southcoast Heating & Air Conditioning, Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 2011, and identified as **Project No. VAG 10/11-05**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of Four hundred eighty-six thousand, seven hundred thirty-five dollars, (\$486,735), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

BOND NO. _____

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

CONTRACTOR

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

By: _____

By: _____

Attorney-in-Fact

Approved as to Form this

_____ day of _____, 2011

City Attorney
City of Moreno Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. VAG 10/11-05

**REPLACEMENT OF CITY HALL HVAC SYSTEM
14177 FREDERICK STREET, MORENO VALLEY**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to Southcoast Heating & Air Conditioning as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 2011, and identified as **Project No. VAG 10/11-05**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of Four hundred eighty-six thousand, seven hundred thirty-five dollars, (\$486,735), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on

this _____ day of _____ 2011.

CONTRACTOR

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

By: _____

By: _____

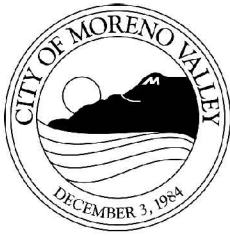
Attorney-in-Fact

Approved as to Form this

_____ day of _____, 2011.

City Attorney
City of Moreno Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate Surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 24, 2011

TITLE: ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE IRONWOOD AVENUE WIDENING FROM PERRIS BOULEVARD TO NASON STREET PROJECT NO. 07-41572727

RECOMMENDED ACTION

Staff recommends that the City Council adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

BACKGROUND

On August 26, 2008, the City Council approved an agreement with the Western Riverside Council of Governments (WRCOG) to jointly fund and implement improvements to Ironwood Avenue between Perris Boulevard and Nason Street under the WRCOG Traffic Uniform Mitigation Fee (TUMF) program. Ironwood Avenue is a TUMF arterial from Redlands Boulevard westerly. This agreement included funding for preliminary engineering and environmental determination phases only.

On August 25, 2009, the City Council considered a Mitigated Negative Declaration for a project to widen Ironwood Avenue to five lanes (four through lanes plus a continuous center turning lane) throughout the project limits, which was consistent with the City's General Plan. Staff received direction to conduct additional public outreach. The public outreach meeting was conducted on November 16, 2009, and the project proposal was revised to address the comments received.

On November 16, 2010, the City Council reviewed the revised project proposal in Study Session, received input from the public, and provided comments to staff.

DISCUSSION

This project would improve Ironwood Avenue to its General Plan cross section as a Minor Arterial between Perris Boulevard and Vista de Cerros Drive, and to a three-lane cross section between Vista de Cerros Drive and Nason Street. Both segments would include curb, gutter, sidewalk, and on-street bicycle lanes. The section west of Vista de Cerros Drive would have four travel lanes and a center turning lane. The section east of Vista de Cerros Drive would have two travel lanes and a center turning lane.

The California Environmental Quality Act (CEQA) Section 15070 (Title 14 – California Code of Regulations), states that a Negative Declaration (ND) or a Mitigated Negative Declaration (MND) may be prepared for a project when the Initial Study indicates that no significant effect on the environment will result from project implementation or when mitigation measures as described in the Initial Study are incorporated in the project implementation.

Based on the findings of the Initial Study prepared for the project by the City's Consultant, the City's Planning Division staff has determined, in compliance with CEQA and the City's Rules to Implement CEQA, that preparation of a Mitigated Negative Declaration is recommended in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level. The Negative Declaration with mitigation measures and Initial Study are attached.

A notice was published on March 19, 2011 in the Press Enterprise describing the project and advising the public of the preparation of a MND, notice of time and place where the environmental documents could be inspected, and notice that the City Council would consider approval of a MND for the project (or appropriate modifications or alternatives to the project) on the date of this meeting. The notice was also mailed to 161 addresses consisting of owners of record for properties directly adjacent to the project, and attendees of record at the November 2009 outreach meeting. The notice advised that comments could be submitted to the City prior to April 18, 2011, or at this meeting. Two comment letters were received prior to the April 18th deadline; comments and responses thereof are attached herein.

As a result of the public input received to date, staff recommends that the City Council adopt the Mitigated Negative Declaration with the changes listed in Attachment C. The final, approved MND would consist of attachments B and C together.

ALTERNATIVES

1. Adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level. *This is the recommended alternative.*

2. Do not adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, presented as Attachments B and C. *This alternative is not recommended as it will delay the completion of the design and construction of the Ironwood Avenue improvements, and also delay reimbursement of expended funds from WRCOG for project planning.*

FISCAL IMPACT

The completion of the preliminary engineering/environmental determination phase of this project is included in the Fiscal Year 2010/2011 Capital Improvement Plan Budget, funded by Development Impact Fee Arterials (Fund 416). The funding for this project is restricted to street arterial capital improvements and cannot be used for operational activities. There is no impact to the General Fund.

BUDGETED FUNDS:

Fiscal Year 2010/2011 Ironwood Avenue/Perris Boulevard to Nason Street
 (Account No. 416.83130) \$95,000

ESTIMATED PRELIMINARY ENGINEERING RELATED COSTS:

Complete preliminary engineering (35% level) plans	\$60,000
Revise draft Mitigated Negative Declaration	\$10,000
Administration and reimbursable cost	\$10,000
Total Estimated Project Related Costs.....	\$80,000

The project was estimated to cost approximately \$13 million to deliver, including engineering, right-of-way acquisition, and construction. The revised project is expected to cost less than \$12 million.

NOTIFICATION

The notice of availability of the draft Mitigated Negative Declaration was published in the March 19, 2011 edition of the Press-Enterprise and was mailed to 162 recipients consisting of property owners adjacent to the project, merged with attendees of record at the November 16, 2009 public outreach meeting. Electronic mails with the same notice were also sent to roughly 30 interested parties who had provided email addresses at the aforementioned public outreach meeting. The notice included the time and date of May 24, 2011 City Council meeting.

CITY COUNCIL GOALS

Upon approval of the recommended action contained in this staff report the following City Council Goals would be furthered:

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

ATTACHMENTS

- Attachment “A” – Project Location Map
- Attachment “B” – Draft Mitigated Negative Declaration with Initial Study
- Attachment “C” – Changes to Draft MND Proposed to Address Comments Received
- Attachment “D” – Comments and Responses

Prepared By:
John Kerenyi
Senior Engineer, P.E.

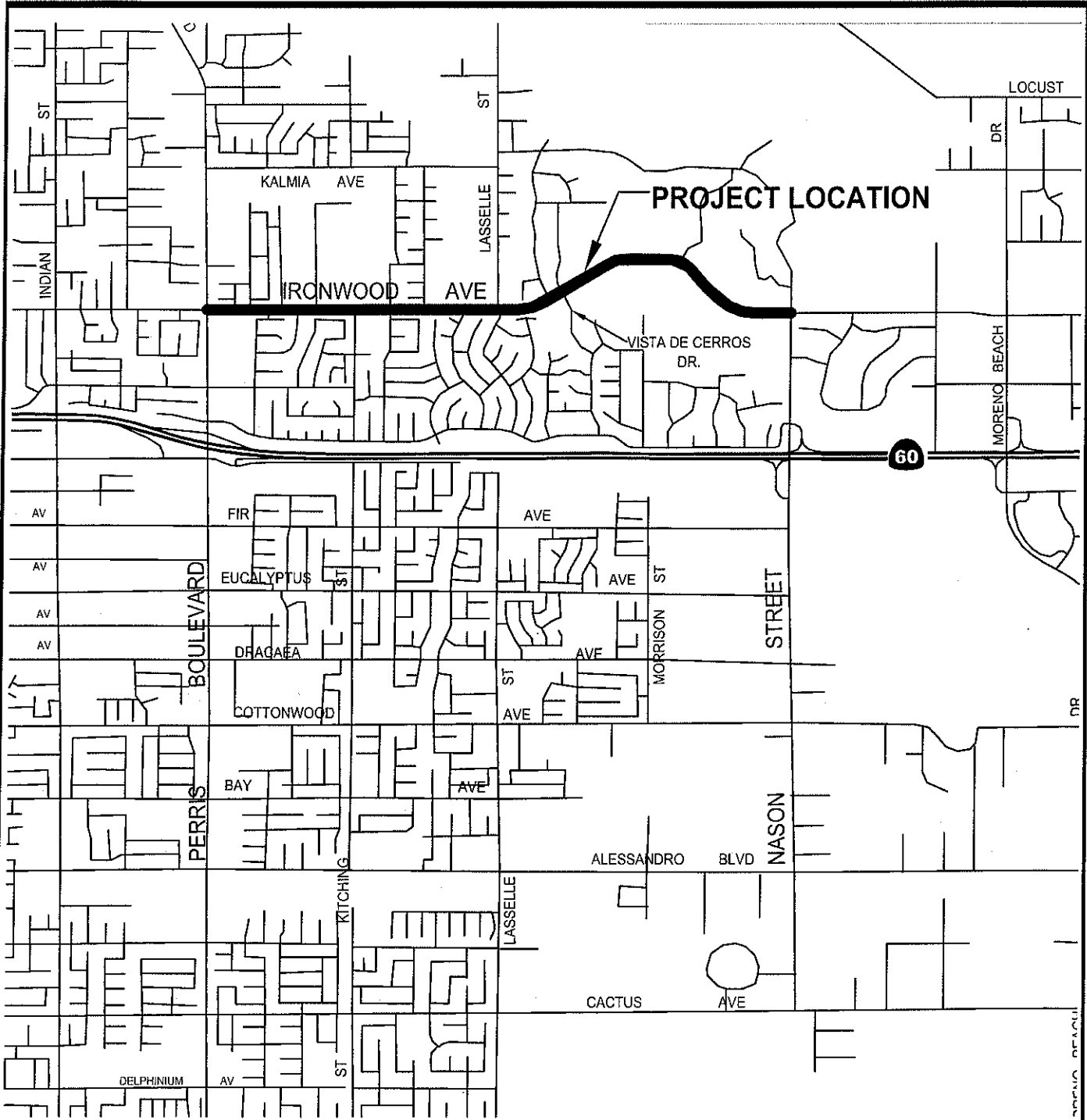
Concurred By:
John C. Terell, AICP
Planning Division Manager/Planning Official

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

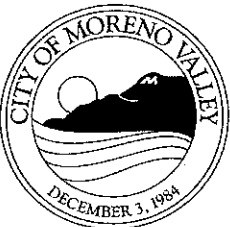
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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

W:\CapProj\CapProj\PROJECTS\John K - 10-41572727 - Ironwood Ave - Perris to Nason\CC Reports\Ironwood MND Adoption Staff Rpt 052411 b.doc



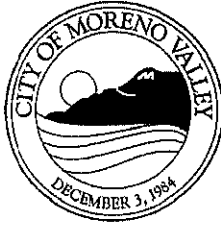
LOCATION MAP



LOCATION MAP
 Public Works Department
 Capital Projects Division
 Attachment "A"

PROJECT NO. 10-41572727
IRONWOOD AVENUE IMPROVEMENTS
BETWEEN PERRIS BLVD & NASON ST

This page intentionally left blank.



**INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY**

1. Project Title:

Widening of Ironwood Avenue from Perris Boulevard to Nason Street

2. Lead Agency Name and Address:

City of Moreno Valley
Public Works Department
14177 Fredrick Street,
P.O. Box 88005
Moreno Valley, CA 92552-0805

3. Contact Person and Phone Number:

Chris Ormsby
(951) 413-3229

4. Project Location:

Ironwood Avenue – between Perris Boulevard and Nason Street

5. Project Sponsor's Name and Address:

City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Fredrick Street,
Moreno Valley, CA 92552-0805

6. General Plan Designation:

R5: Residential – max 5 dwelling units per acre (du/ac)
R2: Residential – max 2 du/ac
P: Public Facilities

7. Zoning:

R5: Residential – max 5 du/ac
R2: Residential – max 2 du/ac
P: Public Facilities

8. Description of the Project:

The Proposed Project consists of the improvement of approximately 11,200 linear feet of Ironwood Avenue from Perris Boulevard to Nason Street to provide additional capacity to accommodate future traffic growth as planned for in the City's approved General Plan and improve safety. The project is divided into two segments. Segment 1's limits are between Perris Boulevard and Vista de Cerros Drive. Segment 2's limits are between Vista de Cerros Drive and Nason Street. Segment 1 would

be improved to the General Plan cross section for a minor arterial, with a curb-to-curb width of 64 feet and right-of-way of 88 feet per City Standard Plan 105A (Figure 1). Section 2 would be improved to a three-lane cross section with wider intersection approaches to accommodate turn lanes as necessary. The improvements to be constructed include, curbs, curb and gutter, sidewalks and access ramps, roadway pavement, cross and on-site drainage facilities, modification of traffic signal installations and traffic signage and pavement delineation. The project would be constructed in stages to be determined as funding is made available; no funding is available at this time. Areas of new pavement would be constructed with rubberized asphalt in order to reduce noise associated with tire/pavement adhesion.

Ironwood Avenue exists as a street of varying improvement levels. From Perris Boulevard to Lasselle Street, the roadway generally exists in the ultimate width configuration, except for two areas to be filled in with curb and gutter, roadway pavement widening, realignment and sidewalk. From Lasselle Street to Nason Street, the roadway exists as a rural, two-lane road with varying shoulder conditions and varying right-of-way widths.

The first significant widening section is located just west of the intersection with Kitching Street where two properties encroach into the proposed roadway section on the north side of Ironwood Avenue. Both properties are elevated a few feet above Ironwood Avenue and would require small retaining walls once the full right-of-way width is achieved. Both properties also have fences adjacent to Ironwood Avenue that would need to be relocated. The property located at 25480 Ironwood Avenue, at the northwest corner of the intersection, is accessed by a driveway on Kitching Street. The other property, located at 25450 Ironwood Avenue, would require modification of its existing driveway and garage reconfiguration due to the grade change between the proposed widened section and the existing garage, which is located on the west side at the front of the house.

The next significant widening section is located just west of the intersection with Lasselle Street where there is one property, a tree farm, which encroaches into the proposed roadway section on the north side of Ironwood Avenue. This property is elevated a few feet above Ironwood Avenue and would require a small retaining wall or a slope easement once the full right-of-way width is achieved. There is an existing Reinforced Concrete Pipe (RCP) drainage inlet, shown to be 54 inch on the Riverside County Flood Control and Water Conservation District (RCFC&WCD) maps, with an overflow spillway located at the southwestern corner of the property. The overflow spillway drains to the gutter on the north side of Ironwood Avenue, which in turn drains to an inlet west of the spillway. That inlet is suspected to drain to the very same 54 inch RCP. In the event the spillway is over topped, the inlet would likely not function well and the street could become flooded. The spillway would not be altered; however, a sidewalk drain would be provided to allow overflow from the spillway to drain to the gutter similar to the existing drainage pattern.

Near Steeplechase Drive, pavement widening and sidewalk construction will be performed to complete the street to the General Plan cross section.

The final widening section is between Vista de Cerros Drive and Nason Street. In this segment, Ironwood Avenue exists as a rural two-lane road with paved and non-paved shoulders. Some areas within this section of Ironwood Avenue include limited shoulder widths. The proposed cross section consists of one travel lane in each direction, a center turning lane/stripped median, and shoulders on each side that would also function as bicycle lanes. Curb, gutter, and sidewalk would also be constructed on both sides of the street. Widening of this section will impact property owners on both the north and south sides of Ironwood Avenue. Numerous private driveways and fences would require modification to accommodate the widening and associated improvements. The proposed widening improvements necessitate a horizontal realignment of Ironwood Avenue to meet the minimum Caltrans curve radius design criteria and to minimize the impacts to property owners. Vertical alignment modifications have been studied and the best option is an "at-grade" option which is essentially using the same driving surface that exists today, allowing for deviations related to horizontal realignment to improve sight distance and clear obstructions.

The existing RTA bus line system would remain active during construction of the Proposed Project. The utility poles would be relocated as necessary to accommodate the adjacent grading required for the roadway.

Traffic Management During Construction

The construction of this project would require the temporary closure and detour of certain roads. The staging of closures and detours would be planned and posted with special signing. These closures would be approved by City staff prior to implementation.

Construction Phasing

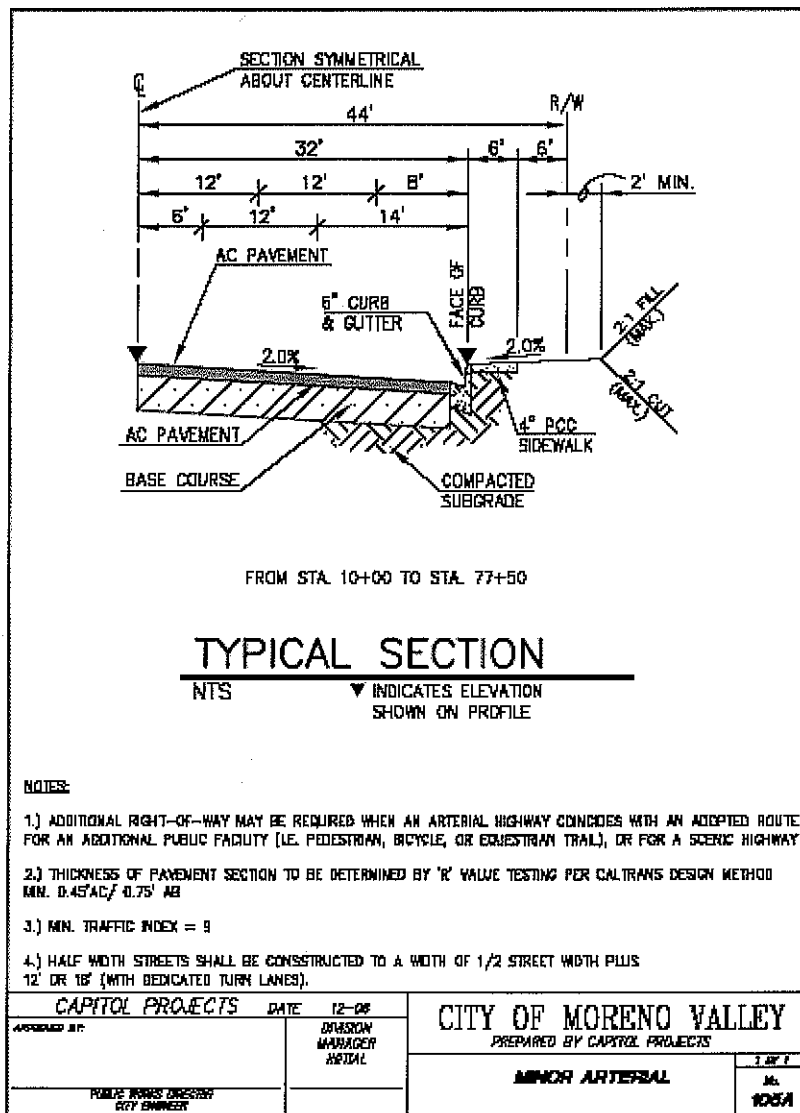
The Proposed Project would most likely be constructed in phases due to funding constraints. The first phase would construct the improvements to Ironwood Avenue from Perris Boulevard to Vista De Cerros Drive. The second phase would construct the improvements to Ironwood Avenue from Vista De Cerros Drive to Nason Street.

Utilities

The limits of the project are located outside of the Moreno Valley Electric Utility (MVU) service area. Southern California Edison (SCE) supplies electricity to individual customers within the project area. The project would require the relocation of power poles within the existing right of way in order to widen Ironwood Avenue. The replacement of existing overhead power poles would be consistent with General Order 131-D (Exemption B – Replacement of power line facilities with equivalent structures) according to the California Public Utilities Commission and would be exempt from a Permit to Construct.

City of Moreno Valley Typical Cross Sections

Figure 1 – Cross Section 105A: Minor Arterial



9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)

The project area is surrounded primarily by residential land uses to the north and south. The area between Perris Boulevard and Lasselle Street is primarily residential zoned R5: Suburban Residential (5 dwelling units per acre) with the parcel at the southeast corner of Ironwood Avenue and Kitching Street zoned as P: Public Facilities. The area to the north of Ironwood Avenue between Matthews Road and Kitching Street is zoned RA2: Residential Agriculture (2 dwelling units per acre). The area along the north side of Ironwood Avenue between Lasselle Street and Vista de Cerros Drive is residential and zoned R2: Residential (2 dwelling units per acre), with the area to the south being zoned R5. The area between Vista de Cerros Drive and Nason Street is primarily zoned R1: Large Lot Residential (1 dwelling unit per acre), and RA2. Palm Middle School is located at 11900 Slawson Avenue along the north side of Ironwood Avenue between Slawson Avenue and Lasselle Street. There are a few vacant/undeveloped parcels surrounded by single family residential development.

Ironwood Avenue is currently configured as follows between Perris Boulevard and Nason Street:

Perris Boulevard to 350 Feet West of Kitching Street (2,300 feet)

This portion of Ironwood Avenue is currently constructed to its ultimate width of 64 feet from curb-to-curb. Curb, gutter and sidewalk abut both the north and south sides of Ironwood Avenue throughout this section. This portion contains a center turn lane, two (2) west-bound traffic lanes on the north side of Ironwood Avenue and one (1) east-bound traffic lane on the south side of Ironwood Avenue. Although the south side of Ironwood Avenue has adequate width to accommodate two east-bound traffic lanes, there is no existing traffic striping to delineate two lanes. Street improvements along the south side of Ironwood Avenue immediately to the east of Perris Boulevard have been completed as part of an adjacent development project. Street lights exist along the both sides of Ironwood Avenue and overhead utility lines are present along the north side of Ironwood Avenue. A traffic signal exists at the intersection of Ironwood Avenue and Perris Boulevard.

350 Feet West of Kitching Street to Kitching Street (350 feet)

The south side of this portion of Ironwood Avenue is constructed to its ultimate width with one (1) east-bound traffic lane and a left turn lane. The north side of Ironwood Avenue is constructed to a non-standard width, consisting of a single 12-foot west-bound lane and would require widening to the north. There are two properties that encroach into the proposed roadway section on the north side of Ironwood Avenue that would be affected by the proposed widening. Curb, gutter and sidewalk abut the south side of Ironwood Avenue and asphalt curb abuts the north side of Ironwood Avenue. Street lights exist along both sides of Ironwood Avenue and overhead utility lines are present along the north side of Ironwood Avenue. A traffic signal exists at the intersection of Ironwood Avenue and Kitching Street.

Kitching Street to 440 Feet West of Lasselle Street (2,210 feet)

This portion of Ironwood Avenue is currently constructed to its ultimate width of 64 feet from curb-to-curb and contains a center turn lane with two (2) lanes of through traffic in each direction. Curb, gutter and sidewalk abut both the north and south sides of Ironwood Avenue throughout this section. Street lights exist along both sides of Ironwood Avenue and overhead utility lines are present along the south side of Ironwood Avenue through this section. A traffic signal exists at the intersection of Ironwood Avenue and Slawson Avenue.

440 Feet West of Lasselle Street to Lasselle Street (440 feet)

The south side of this portion of Ironwood Avenue is constructed to its ultimate width with curb, gutter and sidewalk abutting the street. There is a single 26-foot east-bound lane on the south side of Ironwood Avenue and single 12-foot west-bound lane with an 8-foot paved shoulder on the north side of Ironwood Avenue. Asphalt curb and asphalt sidewalk abut the north side of Ironwood Avenue through this section. Street lights and overhead utility lines are present along the south side of Ironwood Avenue.

Lasselle Street to 250 Feet East of Vista De Cerros Dr. (1,425 feet)

The south side of this portion of Ironwood Avenue is constructed to its ultimate width with a single east-bound lane and left turn lanes to Steeplechase Drive and Vista De Cerros Drive. The north side of this portion of Ironwood Avenue is constructed to its ultimate width except for a 500 foot section located 350 feet west of Steeplechase Drive to 150 feet east of Steeplechase Drive. Curb and gutter abut the south side of Ironwood Avenue, and sidewalk is present from Lasselle Street to 200 feet west of Vista De Cerros Drive. Portions of the north side of Ironwood Avenue include curb and gutter, asphalt curb, or no curb. Curb, gutter

and sidewalk abut the north side of Ironwood Avenue from Vista de Cerros Drive to 250 feet east of Vista de Cerros Drive. Street lights exist along the south side of Ironwood Avenue and a single street light is located on the north side of Ironwood Avenue at the intersection of Steeplechase Drive. Overhead utility lines are present along the south side of Ironwood Avenue from Lasselle Street to 450 feet east of Lasselle Street and from Vista De Cerros Drive to 250 feet east of Vista de Cerros Drive. Approximately 400 feet east of Lasselle Street, Ironwood Avenue curves to the north.

250 Feet East of Vista De Cerros Drive to Nason Street (4,400 feet)

This portion of Ironwood Avenue is reduced to two 12-foot lanes (one in each direction) with paved and unpaved shoulders. This section of road is generally aligned north-easterly for about 900 feet, it turns to an east-west direction for about 1,100 feet, then turns in a south-easterly direction for about another 1,200 feet before turning due east toward Nason Street. The pavement section would require complete replacement through this portion of Ironwood Avenue. Overhead utility lines are present throughout most this portion of Ironwood Avenue on both the north and south sides. A traffic signal exists at the intersection of Ironwood Avenue and Nason Street. Numerous private driveways exist on both the north and south side of Ironwood Avenue from Lasselle Street to Nason Street. Widening, realignment, and vertical alignment changes would require modifications to most or all of these.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

United States Army Corps of Engineers – 404 Permit
Regional Water Quality Control Board – 401 Certification
California Department of Fish and Game – 1602 Streambed Alteration Agreement

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

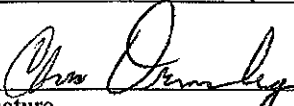
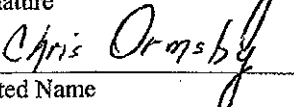
The environmental factors checked below (■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Hazards & Hazardous Materials		Public Services
	Agricultural Resources		Hydrology/Water Quality		Recreation
	Air Quality		Land Use/Planning		Transportation/Traffic
	Biological Resources		Mineral Resources		Utilities/Service Systems
	Cultural Resources		Noise		Mandatory Findings of Significance
	Geology/Soils		Population/Housing		

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	■
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	


3/2/11
 Signature _____ Date _____

 Printed Name _____ For _____

EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - (a) Earlier Analysis Used. Identify and state where they are available for review.
- 6) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
- 7) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 8) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 9) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 10) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 11) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

1. AESTHETICS. Would the project:

a) Have a substantial adverse effect on a scenic vista?

The major scenic vistas can be seen from the State Route 60, approximately 0.50 miles from the project site, which traverses east through the City of Moreno Valley and passes through the Badlands area. The Box Springs Mountains and Reche Canyon area is located to the north, the "Badlands" to the east, and the Mount Russell area to the south. Box Springs Mountains and Mount Russell foothills display numerous rock outcroppings and boulders and add visual character. These features provide the City with outstanding scenic vistas. The Proposed Project area is located within the planning area which is limited to the flat valley floor, preserving the views of largely undeveloped surrounding hillsides. Neither short-term construction activities nor the use of the improved roadway will impact a scenic vista. The project would be consistent with the existing land use (City of Moreno Valley, 2006). No impact would occur.

b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

As mentioned above, the Proposed Project area is located within the planning area which is limited to the flat valley floor, preserving the views of largely undeveloped surrounding hillsides. The project site is not located in the vicinity of a designated state scenic highway and would not damage any scenic resources, including trees, rock outcroppings, and/or historic buildings (Caltrans, 2007). No impact would occur.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

The proposed widening of Ironwood Avenue from Perris Boulevard to Nason Street would not change the existing visual character of the area. The project site is surrounded by residential development and vacant land. As part of the project, in an effort to maintain the rural character of the neighborhood, a rural curb, as described in the City of Moreno Valley General Plan, would be constructed where the project abuts land zoned for rural residential uses. No impact would occur.

d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

The Proposed Project would include the addition of new street lights, which would provide a new source of light and glare. The street lights, however, would be constructed in accordance with City of Moreno Valley Municipal Code contained in Title 9 and all new lighting will be consistent with the existing street lighting along Ironwood Boulevard. The Proposed Project would result in less than significant impacts related to light and glare.

2. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?

a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?

The Proposed Project will not result in the conversion of Prime Farmland, Unique Farmland or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program (California Department of Conservation, 2004). No impact would occur.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?

According to the City of Moreno Valley General Plan, the project site is located in a developed area of the City. There are no agricultural uses on the site nor is it located within an agricultural zone or bound by a Williamson Act contract. No impact would occur.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

c) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				■
---	--	--	--	---

The Proposed Project involves widening an existing road located in the developed area of the City of Moreno Valley (City of Moreno Valley, 2006). Lands currently used for agriculture are concentrated in the eastern portion of the City. The Proposed Project does not involve the conversion of land use, nor does the project limits contain any farmland. No impact would occur.

3. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?				■
---	--	--	--	---

The Proposed Project is located in the City of Moreno Valley which is located within the South Coast Air Basin (Basin) (City of Moreno Valley, 2006). According to the City of Moreno Valley General Plan EIR, Air quality within the Basin is administered by the South Coast Air Quality Management District (SCAQMD). The Basin is a 6,600-square mile area bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, San Bernardino, and Riverside counties.

The Proposed Project would widen an existing road surrounded by residential development and would not conflict with or obstruct the implementation of the SCAQMD air quality plan. No impact would occur.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.		■		
--	--	---	--	--

The Proposed Project would widen an existing road surrounded by residential development. The project would not involve growth-inducing impacts or cause an exceedance of established population or growth projections. The project would not result in significant localized air quality impacts associated with localized concentrations of criteria air pollutants. The project would be consistent with the goals of the Air Quality Management Plan for the project area. A less than significant impact would occur with the incorporation of mitigation measures AQ-1 through AQ-5.

- AQ-1: Grading activities shall comply with South Coast Air Quality Management District Rule 403 regarding the control of fugitive dust (Policy 6.7.5).
- AQ-2: Construction contractor shall ensure that all disturbed areas are watered frequently enough to ensure effective control of fugitive dust (at least three times per day). Frequency shall be increased during high and gusty wind conditions.
- AQ-3: Construction contractor shall ensure that speeds are reduced to 15 mph or less on unpaved/disturbed areas.
- AQ-4: Construction contractor shall ensure that inactive disturbed surface areas of a period of 20 consecutive days are properly stabilized, using best available dust control measures.
- AQ-5: Disturbed areas, which will not be covered by pavement at the end of the work, shall have a soil stabilizer applied to it to prevent wind erosion.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?				■
--	--	--	--	---

The construction of the Proposed Project would not create a cumulatively considerable net increase in criteria pollutants as the construction is temporary in nature. There are no long-term operational aspects of this project. No impact would occur.

d) Expose sensitive receptors to substantial pollutant concentrations?		■		
--	--	---	--	--

The Proposed Project site is surrounded by residential development. The most proximate sensitive receptor is the existing residential property around the Proposed Project site. The construction of the Proposed Project would not exceed any pollutant significance thresholds with the incorporation of the Mitigation Measures in the Moreno Valley General Plan. A less than significant impact would occur with incorporation of Mitigation Measures AQ-1 through AQ-5.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

e) Create objectionable odors affecting a substantial number of people?			■	
---	--	--	---	--

Construction of the Proposed Project would involve the use of heavy equipment creating exhaust pollutants from on-site earth movement and from equipment bringing concrete and other building materials to the site. With regards to nuisance odors, any air quality impacts will be confined to the immediate vicinity of the equipment itself. By the time such emissions reach any sensitive receptor sites away from the project site, they will be diluted to well below any level of air quality concern. An occasional odor of diesel exhaust from trucks accessing the site from public roadways may result. Such brief exhaust odors may be adverse, but are not a significant air quality impact. There is a potential of using Heater Remix equipment to place hot or cold pavement recycling to treat existing pavement. Additionally, some odor would be produced from the application of asphalt, paints, and coatings. Again, any exposure of the general public to these common odors would be of short duration and while potentially adverse, are below significance thresholds.

4. BIOLOGICAL RESOURCES. Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		■		
---	--	---	--	--

Chambers Group conducted habitat assessment of the project site on October 3, 2008 to characterize the distribution and relative abundance of wildlife, wildlife resources, and wildlife habitats within the project site (Chambers Group, 2008) (Appendix A). All wildlife and wildlife sign observed and/or detected, including tracks, scat, carcasses, burrows, nests, eggs, larvae, excavations, and vocalizations, were recorded on standardized data sheets.

A total of 36 sensitive wildlife species were identified as having a potential to occur on the project site. The project site supports suitable habitat and historical occurrences exist within the vicinity of the project site for the six of the 36 species of California species of special concern (CSC); Northern red-diamond rattlesnake, Cooper's hawk, Ferruginous hawk, Lawrence goldfinch, California horned lark and Burrowing owl. Since habitat for burrowing owl is present on the project site, a focused burrow survey would be required during the breeding season in order to comply with Western Riverside County's Multiple Species Habitat Conservation Plan (MSHCP) requirements. A 30-day pre-construction burrowing owl survey would also be required by Riverside County and a nesting bird survey is recommended if construction is scheduled during the nesting bird season (March 1 - September 1). A total of 30 of the 36 species, including Stephens' kangaroo rat have specialized habitats that do not occur on the Biologically Sensitive Area (BSA) and were considered absent from the project site (Appendix A). Focused surveys for this species are not required as the project site is located within the Free Assessment Area for Stephens' kangaroo rat and the City is exempt from any fees because the proposed improvement is a public project.

Focused burrowing owl surveys were performed due to the potential for the burrowing owl to be present adjacent to Ironwood Avenue (Chambers Group, Inc, 2009). No owls were observed during the focused survey within the Ironwood Widening Project right-of-way and/or within the adjacent 500 foot buffer; however, per the MSHCP all project sites containing burrows or suitable habitat, whether owls were found or not, require pre-construction surveys that will be conducted within 30 days prior to ground disturbance to avoid direct take of burrowing owls.

Two pairs of Red-tail hawks (*Buteo jamaicensis*) were observed foraging together and vocalizing around rock outcrops during the focused burrowing owl surveys. Within the field and rock outcrops southwest of the intersection of Avocado Lane and Ironwood Avenue, a juvenile red-tail hawk was observed vocalizing and interacting with the adults. Adults were observed successfully foraging in the area with the juvenile. No active nest site was observed within the Ironwood Widening Project right-of-way or within the 500 foot buffer area. Pair bonding was observed between the adult red-tail hawks. Grasslands and strip habitats such as right-of-ways for utility lines, highways, secondary roads and similar linear habitats provide valuable nesting and foraging habitats for ground-nesting birds. Areas within and adjacent to rock outcrops where grasses are dense can provide suitable nesting habitat for ground nesting birds such as the western meadowlark (*Sturnella neglecta*). Tall trees like those present within the Ironwood Widening right-of-way can also provide suitable nesting habitat for raptors and songbirds such as the red-tail hawks and American kestrels (*Falco sparverius*) observed onsite.

Nesting birds are protected from take (defined as the pursuit, possession, or destruction of birds, their nests, or eggs) by the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711) and/or Sections 3503-3801 of the CFGC. Activities that cause destruction of

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

active nests, or that cause nest abandonment and subsequent death of eggs or young, may constitute violations of one or both of these laws. During the bird breeding season (February 1 through August 31) large trees on or adjacent to the project site may provide roosting and nesting habitat for raptors, such as hawks and owls, ravens, or other birds. Trees, shrubs, and other vegetation may provide nest sites for smaller birds.

Twenty-four listed and/or sensitive plant species with a potential to occur within or adjacent to the project's BSA are considered absent due to lack of suitable habitat, or require seeps or vernal pool areas for germination and survival, or have other habitat requirements (i.e., gabbro substrate, alkaline soils, or cismontane woodland habitats) or elevational constraints not met by conditions on the BSA (Appendix A). Therefore, focused surveys to determine presence/absence for listed and/or sensitive plant species are not required. In addition, the MSHCP database review did not indicate focused surveys were required for any criteria area or narrow endemic plant species.

A less than significant impact would occur with the incorporation of the mitigation measure BR-1 and BR-2.

BR-1: Due to the high potential for raptors or songbirds to nest among large trees and or brushy vegetation within the Ironwood Widening Project right-of-way and/or within the adjacent 500 foot buffer; if vegetation or tree removal is to take place during the nesting season, then pre-construction nest survey(s) are required to ensure that no active nests are within the work area. The last survey day should be conducted at least three days prior to the start of work. Construction activities (e.g. grading, tree removal) must begin within 30 days from the date of the survey or an updated survey shall be required.

BR-2: Due to the potential for burrowing owl to be present adjacent to the roadway; a pre-construction burrowing owl survey shall be performed within 30 days prior to the commencement of ground disturbing activities according to MSHCP guidelines.

b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Wildlife Service?		■		
--	--	---	--	--

A Jurisdictional Delineation and Wetlands Determination Report (Chambers Group, Inc., 2009) was prepared for the Proposed Project due to the identification of drainage features within the project footprint. Within the Proposed Project footprint, three drainages occur along Ironwood Avenue (Appendix B - Figure 2). The drainages are not connected to each other on the Proposed Project site, but eventually connect south of the site at a reservoir south of Elder Avenue and north of the State Route 60 (SR-60) freeway, between Kitching Street and Morrison Street. All three drainages flow in a general north to south direction. Drainage 1 is located north and south of Ironwood Avenue just west of Dalehurst Road. Drainage 2 is located south of Ironwood Avenue just west of Avocado Lane. Drainage 3 is located north of Ironwood Avenue just west of Steeplechase Drive. The drainage system is fed by rainfall and urban run-off from the surrounding uplands and residential homes, creating flows that are ephemeral and intermittent. Aerial photographs, topographic maps, Google Earth images, and ground-truthing were used to determine drainage flow and connectivity patterns.

Drainage 1 begins in the hills 0.12 miles southeast of the intersection at Boulder Ridge Drive and Crystal Hill. The drainage begins as a swale and flows south for 0.5 miles to Ironwood Avenue. Storm drains and road run-off are directed to the drainage north of Ironwood Avenue, creating more flow at a higher volume which creates a bed and bank at Drainage 1. Flow continues under Ironwood Avenue in a 36 inch culvert and exits the culvert on the south side of Ironwood Avenue. Flow continues south in a soft-bottomed channel for approximately 0.25 miles and enters a culvert. Flow continues southwest for 0.75 miles until it reaches a reservoir located south of Elder Avenue and north of the SR-60 freeway, between Kitching Street and Morrison Street. From this reservoir, flow enters a culvert that runs under the SR-60 freeway and exits the culvert south of the freeway. Flow continues south in a concrete lined channel for approximately 5 miles until it reaches the Perris Valley Storm Drain. The Perris Valley Storm Drain continues to flow south for 11 river miles and is released into Canyon Lake. From Canyon Lake, the water is released into a drainage that flows southwest for 4 river miles into Lake Elsinore.

Drainage 2 is a result of road run-off as well as run-off from residents' landscaped yards on the north side of Ironwood Ave. Ironwood Ave. slopes slightly, directing run-off to open space south of Ironwood Ave. at two locations. The first drainage is approximately 200 feet west of Avocado Lane. This drainage is soft-bottomed in upland vegetation and pools north of a rock outcrop area located approximately 100 feet south of Ironwood Ave. The pool area is concave and consists of riparian vegetation. The second drainage is located approximately 70 feet west of Avocado Lane and pools in the same concave location with the riparian vegetation. Flow continues to drain south of the concave area for 0.5 miles until it reaches the reservoir located south of Elder Avenue and north of the SR-60 freeway, between Kitching Street and Morrison Street. From this reservoir, flow enters a culvert that runs under the SR-

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

60 freeway and exits the culvert south of the freeway. Flow continues south in a concrete lined channel for approximately 5 miles until it reaches the Perris Valley Storm Drain. The Perris Valley Storm Drain continues to flow south for 11 river miles and is released into Canyon Lake. From Canyon Lake, the water is released into a drainage that flows southwest for 4 river miles into Lake Elsinore.

Drainage 3 begins in the hills north of the Proposed Project as a result of rain run-off. The drainage is also fed by urban run-off through storm drains. The base of the hills where riparian vegetation begins is at the east end of Wride Street. The drainage flows south for 0.08 miles where it goes in a culvert and continues south for 0.5 miles through pipes under residential homes. The culvert empties into Drainage 3 south of Elahl Court just east of Steeplechase Drive. A storm drain at the corner of Elahl Court and Steeplechase Dr. connects to underground pipes and also empties from this culvert. The drainage continues south for 0.07 miles in a soft-bottomed channel to Ironwood Ave. where it enters a culvert. This culvert sends water into pipes under a residential development. Flow continues southwest for 0.5 miles until it reaches a reservoir located south of Elder Avenue and north of the SR-60 freeway, between Kitching Street and Morrison Street. From this reservoir, flow enters a culvert that runs under the SR-60 freeway and exits the culvert south of the freeway. Flow continues south in a concrete lined channel for approximately 5 miles until it reaches the Perris Valley Storm Drain. The Perris Valley Storm Drain continues to flow south for 11 river miles and is released into Canyon Lake. From Canyon Lake, the water is released into a drainage that flows southwest for four 4 miles into Lake Elsinore.

The total distance for the watercourses from Ironwood Avenue to Lake Elsinore is approximately 22 river miles; the distance to the nearest TNW (Canyon Lake) is approximately 18 river miles.

Onsite drainages flow only during significant rain events or as a result of run-off from residential landscaping. The site consists of mostly California Annual Grassland Series in the upland areas, with patches of remnant coastal sage scrub, and riparian vegetation in Drainages 1, 2, and 3. The riparian areas consisted of Willow Scrub and Mule Fat Scrub. Disturbed, old agricultural fields, rock outcrops, and developed areas are also represented within the Proposed Project.

The limits of CDFG jurisdiction extends laterally to the tops of banks or to the edge of the dripline of the tree stratum, whichever value is greater. Though the drainages were considered to be of low quality to aquatic wildlife, the drainages would support a limited number of riparian dependant birds and/or mammals. Limited riparian vegetation [i.e., mule-fat (*Baccharis salicifolia*) and willows (*Salix* sp.)] was found present within the drainages on the Proposed Project site, and characteristics of a naturalized stream channel were present along portions of each onsite drainage. CDFG jurisdiction applies to the dripline of Drainages 1 and 3, and to the dripline and bed and bank of Drainage 2.

Total CDFG acreage, as defined by the bank to bank/dripline measurements, amounts to 0.144 acre (476 linear feet) within construction limits for the Proposed Project. Of the total impacts, 0.024 acre (30 linear feet) are within wetlands and 0.120 (150 linear feet) are non-wetlands. The Proposed Project will alter the three drainages and, therefore, a total of 0.144 acre of CDFG jurisdiction will be permanently impacted.

Table 1 - CDFG Jurisdiction Impacts

Agency	Wetland	Non-Wetland	Total Jurisdiction	Impacts to Wetland	Impacts to Non-Wetlands	Total Permanent Impacts
CDFG	0.229	0.279	0.508	0.024	0.120	0.144

The results of the jurisdictional delineation determined that a total 0.144 acre (476 linear feet) of streambed, of which 0.024 acre (30 linear feet) are within wetlands, will be permanently impacted by construction activities. The CDFG regulates impacts or alterations to streambeds, including any obstruction or diversion to the natural flow of a stream, substantial change or use of material from a stream, or a deposit or disposal of any debris into a stream as part of Fish and Game Code Sections 1600-02. A Streambed Alteration Agreement (SAA) will be required from the CDFG for this project.

A less than significant impact would occur with the incorporation of Mitigation Measure BR-3.

BR-3: Impacts to CDFG jurisdictional waters shall be mitigated at a ratio of three to one (3:1) through the purchase of mitigation land for the purpose of wetlands creation from the Santa Ana Watershed Authority for a total of 0.432 acre of wetlands. The mitigation agreement shall be in place prior to the commencement of construction.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		■		
--	--	---	--	--

All three drainages ultimately connect to and terminate at Lake Elsinore, a large inland lake used primarily for recreation and as a source of water. The lake supports interstate commerce through fishing, boating, agricultural, and other uses, and is therefore USACE jurisdictional. Canyon Lake, an impoundment hydrogically connected to the onsite project drainages, occurs before flows reach Lake Elsinore. A significant nexus analysis was performed to determine potential USACE jurisdiction.

A significant nexus was determined to exist for Drainages 1, 2, and 3 based on the following facts:

- They are ephemeral and intermittent non-RPWs that are hydrologically connected approximately 18 river miles from the nearest TNW (Canyon Lake);
- They have the capacity to carry pollutants, nutrients, and organic carbon to the nearest TNW;
- The nutrients and organic carbon in turn support downstream foodwebs (i.e., stocked fish populations). The nutrients and organic carbon also have the capacity to contribute to the ecology of all impoundments between the Proposed Project and Lake Elsinore itself.
- Drainages 1, 2, and 3 effectively contribute to interstate commerce by channeling water toward two impoundments used for boating, fishing, other recreation, residences, golfing, and agriculture. Water quality and presence is vital to the success of fishing and other recreational opportunities that Canyon Lake and Lake Elsinore present to the public and to private residents.

This wetland functions to direct rain water and urban run-off to the main drainage that begins at the reservoir between Elder Avenue and the SR-60 Freeway. The wetland most likely filters out some urban pollution. Though Wetland 1 is considered a functional wetland, it is considered low quality habitat for aquatic and riparian species. The drainage does not contain enough water year round for aquatic wildlife. Because aquatic wildlife is not present, and because the vegetation cover is not dense or large enough, the drainage would support a limited number of riparian dependent birds and/or mammals. In its current condition, the wetland is more important for its physical function than either its chemical or biological functions.

The limits of RWQCB jurisdiction within the three drainages were defined by the OHWMs. The drainages have the capacity to affect surface and subsurface water quality within California and, therefore, the RWQCB has jurisdiction over these drainages.

Total USACE acreage, as defined by the OHWMs, within construction limits amounts to 0.036 acre (476 linear feet) within construction limits for the Proposed Project. Of the total impacts, 0.024 acre (30 linear feet) are within wetlands and 0.012 (15 linear feet) are non-wetlands. The significant nexus analysis of connectivity between the drainages on the Proposed Project site and a TNW indicates USACE jurisdiction.

Total RWQCB acreage, as defined by the OHWMs, amounts to 0.036 acre (476 linear feet) within construction limits for the Proposed Project. Of the total impacts, 0.024 acre (30 linear feet) are within wetlands and 0.012 (15 linear feet) are non-wetlands. The Proposed Project will alter the three drainages and, therefore, a total of 0.036 acre of RWQCB jurisdiction will be permanently impacted.

Table 2 - USACE/RWQCB Jurisdiction Impacts

Agency	Wetland	Non-Wetland	Total Jurisdiction	Impacts to Wetland	Impacts to Non-Wetlands	Total Permanent Impacts
USACE	0.229	0.017	0.246	0.024	0.012	0.036
RWQCB	0.229	0.017	0.246	0.024	0.012	0.036

The results of the jurisdictional delineation (Appendix B) determined that a total of 0.036 acre (476 linear feet) of waters of the US, of which 0.024 acre (30 linear feet) are wetlands, will be permanently impacted by construction activities. The USACE regulates any activity that impacts waters of the US, including placement of fill material into waters of the US per Section 404 of the Clean Water

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

Act (CWA). A Nationwide Permit (NWP) 14 (Linear Transportation Projects) may be applicable for this project; the NWP program is an abbreviated permitting process compared to an Individual Permit (IP). NWP 14 requires that impacts are less than 0.5 acre in non-tidal waters and a pre-construction notification would be required due to the discharge to a wetland. The type of permit required (i.e., NWP versus IP) will be at the discretion of the USACE.

Similar to the impacts to waters of the US, a total of 0.036 acre (476 linear feet) of waters of the State, of which 0.024 acre (30 linear feet) are wetlands, will be permanently impacted by construction activities. Under Section 401 of the CWA, the RWQCB regulates any activity that requires a federal permit for discharges to a water body. A 401 Water Quality Certification will be required from the RWQCB for this project.

A less than significant impact would occur with the incorporation of Mitigation Measure BR-4.

BR-4: Impacts to USACE and RWQCB jurisdictional waters shall be mitigated at a ratio of three to one (3:1) through the payment of an in-lieu fee for the purpose of invasive species eradication from the Santa Ana Watershed Authority for a total of 0.108 acre. The mitigation agreement shall be in place prior to the commencement of construction.

d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				■
--	--	--	--	---

A total of 36 sensitive wildlife species were identified as having a potential to occur on the project site (Appendix A). The project site supports suitable habitat and historical occurrences exist within the vicinity of the project site for the six of the 36 species of California species of special concern (CSC); Northern red-diamond rattlesnake, Cooper's hawk, Ferruginous hawk, Lawrence goldfinch, California horned lark and Burrowing owl. There are no migratory fish or wildlife species, wildlife corridors, or wildlife nursery sites within the project site or in its vicinity (Appendix A). No impact would occur.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		■		
---	--	---	--	--

The Proposed Project would not conflict with any local policies or ordinances protecting biological resources. With the incorporation of mitigation measures, the proposal would be consistent with the MSHCP. A less than significant impact would occur with incorporation of Mitigation Measures BR-1 and BR-2.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?		■		
---	--	---	--	--

The Proposed Project would not conflict with any local policies or ordinances protecting biological resources. With the incorporation of mitigation measures, the proposal would be consistent with the MSHCP. A less than significant impact would occur with incorporation of Mitigation Measures BR-1 and BR-2.

5. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?			■	
---	--	--	---	--

The nearest recorded historical resource near the project site identified by the City of Moreno Valley General Plan Environmental Impact Report is located on: Hemlock Avenue, between Graham Street and Heacock Street, southwest of the project site; Fir Avenue, between Indian Avenue and Perris Boulevard, south of the project site; and Fir Avenue, between Kitching Street and Lasselle Street, south of the project site in the Sunnymead portion of Moreno Valley (City of Moreno Valley, 2006).

The Riverside County Historical Commission identified eight old houses in the Sunnymead portion of Moreno Valley; however, four have been destroyed since the survey in the 1980s. One of these houses, constructed in the 1880s, may have been the last structure in Moreno Valley dating to the 19th century. Of the surviving homes, none is architecturally distinctive. However, three structures are interesting as one resembles a miniature barn and the others, dating to around 1910 and 1920 respectively, are in good condition. In addition, the New England style First Congregational Church located at 24215 Fir Avenue, thought to have been built in 1891, is

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

considered to have local historical significance. The project would widen Ironwood Avenue from Perris Boulevard to Nason Street. The project would not result in a change in the significance of a historical resource.

In addition to those buildings, a total of six structures older than 45 years old have been identified within the project area. The table below details each structure, its setting in relation to the project and an evaluation of potential impact.

Table 3 - Houses older than 45 years

Year Constructed	Assessor Parcel No.	Address	Setting and Evaluation	Impact
1964	475-300-024	11991 Perris Boulevard	The structure lies outside the project footprint.	No Impact
1957	474-250-004	26386 Ironwood Avenue	The subject parcel is located on the north side of Ironwood Avenue. Approximately 500 square feet of disturbance will occur within the parcel as a Temporary Construction Easement. No direct impact to the structure is anticipated. Construction activities would result in a permanent impact of 200 square feet along the frontage of the parcel. The structure is set back from the road approximately 75 feet and would not be impacted.	Less than significant
1942	474-250-052	26353 Ironwood Avenue	The subject parcel is located on the south side of Ironwood Avenue. There would be approximately 4,750 square feet of disturbance to the property; leaving the permanent right-of-way within about 50 feet of the house. The permanent property impacts would be approximately 1,750 square feet. The structure is set back from the existing road approximately 70 feet and would not be impacted.	Less than significant
1950	474-250-012	26371 Ironwood Avenue	The subject parcel is located on the south side of Ironwood Avenue. Approximately 600 square feet of the parcel would be disturbed as a Temporary Construction Easement. The permanent property impacts would be approximately 500 square feet. The structure is set back from the road approximately 225 feet and would not be impacted.	Less than significant
1956	474-271-003	26548 Ironwood Avenue	The subject parcel is located on the north side of Ironwood Avenue. Two structures have been identified on the property including a historic-age house (1956) and an out-building (shed) that does not appear to be of historic age or significance. The out-building would be relocated on the property as part of construction activities. Approximately 10,000 square feet of the parcel would be disturbed as a Temporary Construction Easement. The permanent impacts would be approximately 5,000 square feet. The residential structure is set back from the road approximately 120 feet and would not be impacted.	Less than significant
1963	474-273-002	26563 Ironwood Avenue	The subject parcel is located on the south side of Ironwood Avenue. Approximately 2,500	Less than significant

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

			square feet of disturbance will occur within the parcel as a Temporary Construction Easement. The permanent impacts would be approximately 1,250 square feet. The structure is set back from the road approximately 400 feet and would not be impacted.	
--	--	--	---	--

No significant impacts to any historic structures identified are anticipated due to either temporary construction activities or planned permanent right of ways. A less than significant impact would occur.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?			■	
--	--	--	---	--

The eastern portion of the project site, from east of Lasselle Street to Nason Street, is located in the Reche Hills Complex as identified in the Environmental Impact Report for the City of Moreno Valley General Plan (City of Moreno Valley, 2006). The habitation areas of the Reche Hills Complex consist of two camps. Probably the more important of the two, is located in the mouth of Reche Canyon, while the other is a short distance to the southwest. The milling region for these camps seems to have been in a series of hills stretching south into Moreno Valley from the mountains on the west side of Reche Canyon. At least twenty-three milling stations are recorded in these hills. The Reche Hills Complex also features significant rock art in the form of cupule boulders, a pit-and-groove petroglyph (which may actually be a cupule boulder), and one pictograph. However, since the majority of the area surrounding the project site is developed, the potential for archaeological resources to be found is extremely low. Even though the potential for unknown archaeological resources to be found during construction of the Proposed Project is extremely low, there is still a potential. A less than significant impact would occur with the incorporation of Mitigation Measure CR-1.

CR-1: In the event that any subsurface archeological materials are encountered within any part of the project area, all ground-disturbing construction activities must be suspended in the vicinity of the find until the deposit is recorded and evaluated by a qualified archeologist.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			■	
---	--	--	---	--

The Proposed Project site is not located in a paleontologic resource sensitive area according to the General Plan. The project site involves widening an existing road. Some portions of the project area are surrounded by already developed areas and some portions are surrounded by open space. There is potential for previously undiscovered paleontological resources or site to occur. However, since the area surrounding the project site is developed, the potential for paleontological resources to be found is extremely low. A less than significant impact would occur with the incorporation of Mitigation Measure CR-2.

CR-2: In the event that paleontological materials are encountered during ground-disturbing construction activities, the contractor will cease all activities in the vicinity of the find until the deposits are recorded and evaluated by a qualified paleontologist. Ground disturbance must be suspended in the vicinity of the find until the deposit is recorded and evaluated by a qualified paleontologist.

d) Disturb any human remains, including those interred outside of formal cemeteries?			■	
--	--	--	---	--

The Proposed Project involves widening an existing road in an already developed area and some vacant land. The potential for human remains to occur on the project site is very low. A less than significant impact would occur with the incorporation of Mitigation Measure CR-3.

CR-3: If human remains of any kind are found, all activities will cease immediately and a qualified archaeologist and the County Coroner will be notified. If the coroner determines the remains to be of Native American origin, he or she will notify the Native American Heritage Commission (NAHC). The NAHC will then identify the most likely descendants to be consulted regarding treatment and/or repatriation of the remains.

6. GEOLOGY AND SOILS. Would the project.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			■	
---	--	--	---	--

The Proposed Project site is not located within the Alquist-Priolo Earthquake Fault Zone. There are no known active faults underlying the project site or projecting toward the site. The nearest known active fault is the San Jacinto segment of the San Jacinto fault zone located 2.25 miles northeast of the project site. The project would widen an existing road in an area that is surrounded by development. The probability of surface rupture due to faulting beneath the project site is considered low. However, lurching and ground cracking are a possibility as a result of the significant seismic event on a nearby active fault (Geotechnics Incorporated, 2009). A less than significant impact would occur.

(ii) Strong seismic ground shaking?				■
-------------------------------------	--	--	--	---

Southern California is a seismically active region that is prone to earthquake. There is a potential for the project site to experience strong seismic ground shaking in the future from local and regional faults; however, the project would not subject people to strong seismic ground shaking that would not normally occur. No impact would occur.

(iii) Seismic-related ground failure, including liquefaction?			■	
---	--	--	---	--

The Proposed Project is not located in an area with potential for seismic-related ground failure, including liquefaction. The City of Moreno Valley has seen no evidence of liquefaction events occurring in the community nor has any geotechnical report recently submitted to the City identified liquefaction hazards. The Riverside County General Plan has identified a range of liquefaction susceptibility in the City of Moreno Valley from very low with deep groundwater in the northern and eastern portions of the community to very high with shallow groundwater generally west of Perris Boulevard. Potential for liquefaction from ground shaking is low given the absence of a shallow groundwater table and the general presence of dense sands or shallow formational materials at the project site (Geotechnics Incorporated, 2009). All buildings in the region are required to resist seismic goundshaking in accordance with the Uniform Building Code (UBC). However, the UBC does not provide 100 percent protection against seismic damage (City of Moreno Valley, 2006). A less than significant impact would occur.

(iv) Landslides?				■
------------------	--	--	--	---

The Proposed Project involves widening an existing road. The City of Moreno Valley planning area is situated along a valley floor (City of Moreno Valley, 2006). The portion of the City in which the project is situated has a very low potential for landslides to occur. Evidence of ancient landslides or slope instabilities was not observed along the planned alignment during the subsurface investigation (Geotechnics Incorporated, 2009). No impact would occur.

(b) Result in substantial soil erosion or the loss of topsoil?			■	
--	--	--	---	--

The Proposed Project involves widening an existing road. The project would involve the use of import soil in order to bring the expansion area up to elevation with the existing road. There is a potential for erosion whenever soil is exposed. The project would have exposed soil during the construction phase; however, this would be temporary and all exposed soil would be stabilized or covered upon completion of construction. A less than significant impact would occur.

(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				■
---	--	--	--	---

The Proposed Project involves widening an existing road. The project is not located on a geologic unit or soil that is unstable. No impact would occur.

(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform		■		
---	--	---	--	--

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

Building Code (1994), creating substantial risks to life or property?				
<p>The Proposed Project involves widening an existing road. The existing sandy soils generally have a low expansion potential; however, areas between borings, or areas not explored may contain moderately to highly expansive clays (Geotechnics Incorporated, 2009). A less than significant impact would occur with the incorporation of mitigation measure GEO-1.</p> <p>GEO-1: During grading the contractor shall remove the upper 2 feet of soil at the project site and recompact to at least 90% of the maximum dry density based on the guidelines of ASTM D4829. If such soils are encountered, they should not be used in support of structures or pavements. Expansive materials would be excavated and replaced with soils having a low expansion potential (expansion index of 50 or less).</p>				

(e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				■
<p>The Proposed Project does not involve the construction, installation, or modification of septic tanks or other wastewater disposal systems. No impact would occur.</p>				

7. HAZARDS AND HAZARDOUS MATERIALS. Would the project?

a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				■
<p>The Proposed Project involves widening an existing road and would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. No impact would occur.</p>				

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				■
<p>The Proposed Project involves widening an existing road and would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Hazardous or flammable substances that may be used during the construction phase of the project would include vehicle fuels and oils for the operation of heavy equipment. Diesel and/or other construction equipment and vehicle fuels would be used; however, the transport, storage, and usage of hazardous materials such as fuels are regulated by the state and would be in compliance with all state regulations during construction. No impact would occur.</p>				

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		■		
<p>The Proposed Project involves widening an existing road adjacent to a church (Palm Canyon Community Church) and residential property. There are four existing schools near the Proposed Project site: Kinder Care Learning Center is located approximately 0.07 miles north of the project site on Ironwood Avenue and Kilgore Street; Cloverdale Elementary School is located approximately 0.17 miles south of the project site on Kitching Street and Ironwood Avenue; and Palm Elementary and Palm Middle School are located approximately 0.04 miles north of the project site on Ironwood Avenue and Slawson Avenue. The project would temporarily result in the use and emission of hazardous materials associated with construction and construction equipment. These materials include, but are not limited to, diesel fuel and paving equipment. These materials or substances would be handled according to district, state, local, and federal regulations. A less than significant impact would occur with the implementation of Mitigation Measures AQ-1 through AQ-5.</p>				

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				■
<p>The Proposed Project site is not included on a list of hazardous waste sites compiled pursuant to Government Code Section 65962.5.</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

No impact would occur.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				■
The Proposed Project site is not located within an airport land use plan, or within two miles of a public airport or public use airport. The March Air Reserve Base is the closest airport and is located approximately 13 miles southwest of the Proposed Project site. The project would not result in a temporary safety hazard for people working in the project area during construction. No impact would occur.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				■
The Proposed Project is not located within the vicinity of a private airstrip and would not result in a safety hazard for people residing or working in the project area. No impact would occur.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				■
The City of Moreno Valley uses the Standardized Emergency Management System (SEMS) when responding to emergencies. The Proposed Project would not affect the adopted emergency response plan or emergency evacuation plan. The project would implement traffic control measures from the California Manual on Uniform Traffic Control Devices (MUTCD) during construction. No impact would occur.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				■
The Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving wildlands fires. The Proposed Project involves widening an existing road in a developed area. There are no wildlands located in the project vicinity. No impact would occur.				
8. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?				■
The Proposed Project would not release any toxins into the groundwater. A Water Quality Management Plan (WQMP) has been established to maintain water quality in the area (City of Moreno Valley, 2006). No impact would occur.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				■
The Proposed Project would widen Ironwood Avenue to alleviate current traffic congestion. The project would not extract groundwater. No impact would occur.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?				■
The Proposed Project would widen Ironwood Avenue to alleviate current traffic congestion. The project would not alter the course of				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a stream or river. No impact would occur.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner, which would result in flooding on- or off site?				■
The Proposed Project would widen Ironwood Avenue to alleviate current traffic congestion. The project would not alter the course of a stream or river. No impact would occur.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				■
The Proposed Project would widen an existing road. The project would connect to the existing stormwater drainage facilities along Ironwood Avenue between Perris Boulevard and Lasselle Street. Ironwood Avenue from Lasselle Street to Nason Street does not currently have stormwater drainage facilities and none are included. No impact would occur.				
f) Otherwise substantially degrade water quality?				■
The Proposed Project would not result in any other actions that would degrade water quality. No impact would occur.				
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				■
The Proposed Project does not involve the construction of housing; thus, would not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. No impact would occur.				
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?				■
The Proposed Project would not place structures that would impede or redirect flood flows within a 100-year flood hazard area. No impact would occur.				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				■
The Proposed Project would not expose people or structures to a significant risk of loss, injury or death as a result of the failure of a levee or dam. The project would widen an existing road in an area surrounded by development. The Proposed Project would not create risk of flooding. No impact would occur.				
j) Inundation by seiche, tsunami, or mudflow?				■
Inundation by seiche, tsunami or mudflow would not be a considerable hazard in the Proposed Project area (City of Moreno Valley, 2006). No impact would occur.				
9. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				■
The project would widen Ironwood Avenue to alleviate current traffic congestion. The widening will not divide an established community. No impact would occur.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				■
The Proposed Project would comply with the City's General Plan, California Department of Fish and Game Code, the Clean Water Act, and the Riverside County MSHCP. No impact would occur.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				■
The Proposed Project is located in Western Riverside County and is subject to the MSHCP as well as City of Moreno Valley codes and ordinances. The project would comply with the MSHCP and City codes and ordinances as noted above. No impact would occur.				
10. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				■
The Proposed Project would not result in the loss of availability of known mineral resources. No resource extraction would occur on the project site. No impact would occur.				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				■
The Proposed Project site is located in an area that is developed and has not been identified in a general plan, specific plan, or any other land use plan as a locally important mineral resource recovery site. No impact would occur.				
11. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		■		
<p>The General Plan Environmental Impact Report (EIR) Noise Section for the City of Moreno Valley states that "The noise generated by construction is addressed by existing city regulations. It is unlawful to create noise that annoys reasonable people of normal sensitivity. There are also restrictions on hours of activity. Grading may take place between 7 a.m. and 8 p.m. Construction may take place between 6 a.m. and 8 p.m. during the week and 7 a.m. and 8 p.m. on weekends and holidays..." "Although construction activities will result in a noise impact ..., this impact will be short-term and will cease upon completion of construction. The temporary nature of the impact in conjunction with existing city regulations on hours of operation will lessen the potential of a significant impact due to construction noise. However, noise sensitive land use located adjacent to construction sites may be significantly impacted by future construction in the planning area as a result of groundborne noise levels and vibration, noise levels that exceed existing standards, and excessive temporary or periodic increases in the ambient noise level. Mitigation Measures N1 and N2 will reduce these impacts to a level less than significant." Construction equipment operating at a distance of 50 feet generates high levels of intermittent noise ranging from 70 dBA to 105 dBA. These levels exceed the 60 dBA standard for residential properties, according to the Moreno Valley Municipal Code (11.80.030). The Municipal Code further states that "Construction and Demolition. No person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between the hours of eight p.m. and seven a.m. the following day such that the sound there from creates a noise disturbance, except for emergency work by public service utilities or for other work approved by the city manager or designee. This section shall not apply to the use of power tools as provided in subsection (D)(9) of this section." Section 8.14.040E of the Municipal Code states that "Hours of Construction. Any construction within the city shall only be as follows: Monday through Friday (except for holidays which occur on weekdays), six a.m. to eight p.m.; weekends and holidays (as observed by the city and described in Chapter 2.55 of this code), seven a.m. to eight p.m., unless written approval is obtained from the city building official or city engineer. (Ord. 759 § 5.5, 2007; Ord. 484 § 3.2 (part), 1995)". A less than significant impact would occur with the incorporation of Mitigation Measures N-1 and N-2 as implemented in the City of Moreno Valley General Plan Final EIR.</p>				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

N-1: Construction activities shall be operated in a manner that limits noise impacts on surrounding uses (Policy 6.5.2). In order to limit noise impacts on surrounding property, the construction contractor will ensure the following:

- Where feasible, noise-generating equipment will be shielded from nearby noise-sensitive receptors by noise-attenuating buffers such as structures or haul truck trailers;
- Water tanks and equipment storage, and warm-up areas will be located as far from noise-sensitive receptors as possible;
- All construction equipment powered by gasoline or diesel engines will be required to have sound-control devices at least as effective as those originally provided by the manufacturer; no equipment will be permitted to have an unmuffled exhaust.
- Mobile noise-generating equipment and machinery will be shut off when not in use;
- Construction vehicles assessing the site will be required to use the shortest possible rout to and from local freeways, provided the routes do not expose additional receptors to noise; and
- Prior to construction of the Proposed Project, signs would be posted announcing the construction schedule. The project applicant and the construction contractor will designate a noise disturbance coordinator who will be responsible for responding to complaints regarding construction noise. A contact number for the noise disturbance coordinator will be conspicuously posted on construction site fences.

N-2: Building construction shall be prohibited between 8 p.m. and 6.am. during the week and 8 p.m. and 7 a.m. weekends and holidays (Policy 6.3.6).

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			■	
---	--	--	---	--

Perceptible groundborne vibrations are typically associated with blasting operations and potentially the use of pile drivers, neither of which will be used during construction of the Proposed Project. As such, no excessive groundborne vibration would be created by the Proposed Project. A less than significant impact would occur.

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			■	
--	--	--	---	--

Project generated long-term operational noise impacts are associated with traffic noise. The project will not cause an increase in the area wide acoustical environment because no change in traffic volume is anticipated due solely to the roadway widening. Cumulative area growth will cause an incremental increase in roadway usage and therefore traffic noise. Based on the Environmental Impact Report (2007) prepared for the City's General Plan,, noise levels associated with ultimate build-out are not expected to exceed 65 dBA at residential structures. Therefore, the noise levels that would be experienced would be consistent with the General Plan.Policy 6.3.1. The use of rubberized asphalt has been incorporated into the project description and will be identified in the project specifications to offset the incremental increase in noise over the years to build-out. The use of rubberized asphalt attenuates noise by 4dBA (Sacramento County Study), and is also consistent with the identification of the attenuation level in other studies completed in California. At buildout, roadway noise will be lower than the City standards of 65 dBA at residential structures. A less than significant impact would occur.

Prior to the construction of the project, the requirement for rubberized asphalt shall be included in the project specifications.

d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		■		
--	--	---	--	--

The Proposed Project site is surrounded by residential development. The most proximate sensitive receptor that is subject to potential construction noise impacts is the existing residential around the Proposed Project site. According to the Moreno Valley Municipal Code (9.10.030), all temporary construction activities are exempt from the noise standards as long as construction activities are limited to the daytime hours as described above and construction equipment is properly maintained with working mufflers. A less than significant impact would occur with the incorporation of Mitigation Measures N-1 and N-2.

e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would			■	
---	--	--	---	--

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
the project expose people residing or working in the project area to excessive noise levels?				
The Proposed Project site is located within an airport land use plan, or within two miles of a public airport or public use airport. To the west of the Proposed Project site is the March Air Reserve Base. A less than significant impact would occur.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				■
The Proposed Project is not located within the vicinity of a private airstrip and would not expose people residing or working in the project area to excessive noise levels. No impact would occur.				
12. POPULATIONS AND HOUSING. Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				■
The Proposed Project involves widening an existing road to relieve the traffic congestion on Ironwood Avenue. The project would not induce population growth since it does not provide any housing or expand the infrastructure necessary for housing. Also, the City of Moreno Valley General Plan standards would be implemented for the Proposed Project. No impact would occur.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				■
The Proposed Project would not displace any housing units, necessitating the construction of replacement housing elsewhere. No impact would occur.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				■
The Proposed Project would not displace substantial number of people, necessitating the construction of replacement housing elsewhere. No impact would occur.				
13. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?				■
The Proposed Project involves widening an existing road. The project would not require any additional fire protection services. Fire protection services would be required only for emergency response. Completion of the project would create a through street that may provide beneficial impact of the public services. No impact would occur.				
b) Police protection?				■
The Proposed Project involves widening an existing road. The project would not require any additional police protection services. Police protection services would be required only for emergency response. Completion of the project would create a through street that may provide beneficial impact of the public services. No impact would occur.				
c) Schools?				■
The Proposed Project involves widening an existing road and would not result in an increased demand for schools. No impact would occur.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

d) Parks?				■
The Proposed Project involves widening an existing road. The Proposed Project would not result in an increased demand for parks. No impact would occur.				

e) Other public facilities?				■
The Proposed Project involves widening an existing road. The Proposed Project would not result in an increased demand for other public facilities. No impact would occur.				

14. RECREATION.

a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				■
The Proposed Project involves widening an existing road and would not increase the use of any parks. No impact would occur.				

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				■
The Proposed Project does not include recreational facilities and would not require the expansion of existing recreational facilities. No impact would occur.				

15. TRANSPORTATION/TRAFFIC. Would the project:

a) Cause an increase in the traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			■	
---	--	--	---	--

The Proposed Project would relieve the traffic flow of Ironwood Avenue by widening Ironwood Avenue, extending from Perris Boulevard to Nason Street. The traffic study prepared for this project studied existing conditions (year 2008) and effects the project would have in the longer-term, build-out (year 2030) on the following intersections (Urban Crossroads, 2008; Appendix D):

- Perris Boulevard (NS) at Ironwood Avenue (EW)
- Kitching Street (NS) at Ironwood Avenue (EW)
- Nason Street (NS) at Ironwood Avenue (EW)

In addition to the study area intersections, the following road segments along Ironwood Avenue are analyzed (Urban Crossroads, 2008):

- Ironwood Avenue – east of Perris Boulevard
- Ironwood Avenue – between Lasselle Street and Nason Street
- Ironwood Avenue – east of Nason Street

Subsequently, City staff re-calculated the intersection and segment level of service calculations to account for the reduced roadway cross-section east of Vista De Cerros Drive.

Table 4 – INTERSECTION ANALYSIS FOR EXISTING CONDITIONS

INTERSECTION	INSECTION APPROCH LANES				DELAY (SECS.)	LEVEL OF
	NORTH-	SOUTH-	EAST-	WEST-		

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

		BOUND	BOUND	BOUND	BOUND			SERVICE (LOS)	
		LTR	LTR	LTR	LTR	AM	PM	AM	PM
Perris Boulevard (NS) at: • Ironwood Avenue (EW)	TS	1 2 1	1 2 1	1 1 1	1 1 1	31.8	33.0	C	C
Kitching Street (NS) at: • Ironwood Avenue (EW)	TS	1 1 0	1 1 0	1 1 1	1 1 1	44.7	38.3	D	D
Nason Street (NS) at: • Ironwood Avenue (EW)	TS	0.5 0.5 1	0 1! 0	1 1 0	1 1 0	27.4	21.6	C	C

When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.

L = Left; T = Through; R = Right; ! Shared Left/Through/Right

TS = Traffic Signal

(Urban Crossroads, 2008)

Table 5 – INTERSECTION ANALYSIS FOR YEAR 2030 CONDITIONS

INTERSECTION	TRAFFIC CONTROL	INSECTION APPROCH LANES				DELAY (SECS.)		LEVEL OF SERVICE (LOS)	
		NORTH-BOUND	SOUTH-BOUND	EAST-BOUND	WEST-BOUND	AM	PM	AM	PM
		LTR	LTR	LTR	LTR				
Perris Boulevard (NS) at: • Ironwood Avenue (EW) -Without improvements	TS	1 2 1	1 2 1	1 1 1	1 1 1	40.6	94.6	D	F
-With improvements	TS	2 2 1	1 2 1	1 1 1	1 1 1	34.8	54.5	C	D
Kitching Street (NS) at: • Ironwood Avenue (EW) -Without improvements	TS	1 1 0	1 1 0	1 1 1	1 1 1	28.9	34.7	C	C
-With improvements	TS	1 1 0	1 1 0	1 1 1	1 1 1	28.9	34.7	C	C
Nason Street (NS) at: • Ironwood Avenue (EW) -Without improvements	TS	0.5 0.5 1	0 1! 0	1 1 0	1 1 0	52.3	36.5	D	D
-With improvements	TS	1 1 1	0 1! 0	1 1 1	2 1 0	34.8	31.3	C	C

When a right turn is designated, the lane can either be striped or unstriped. To function as a right turn lane there must be sufficient width for right turning vehicles to travel outside the through lanes.

L = Left; T = Through; R = Right; ! Shared Left/Through/Right; 1 = Improvement

TS = Traffic Signal

(Urban Crossroads, 2008; updated by City of Moreno Valley 2011)

The increase in traffic associated with forecast development between existing conditions and the horizon year of 2030 would degrade the level of service (LOS) during the peak hours at Perris Boulevard at Ironwood Avenue and Kitching Street at Ironwood Avenue to poor levels of service as defined by the City of Moreno Valley. As shown in Table 4 and Table 5, the Proposed Project would maintain acceptable level of service. It is anticipated that the study area road segment on Ironwood Avenue between Vista De Cerros and Avocado Lane, and between Nason Street and Lantz Lane will operate at an unacceptable volume to capacity ratio with existing lane configuration (Urban Crossroads, 2008). The Proposed Project would be constructed to the ultimate configuration as a four lane minor arterial west of Vista De Cerros Drive and to a three-lane cross section east of Vista De Cerros Drive and it is anticipated that adequate capacity will be provided to accommodate Year 2030 traffic volumes (Urban Crossroads, 2008). A less than significant

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

impact would occur.

b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?			■	
--	--	--	---	--

The Proposed Project would relieve the traffic flow of Ironwood Avenue by widening the Ironwood Avenue, extending from Perris Boulevard to Nason Street. According to City of Moreno Valley General Plan, the existing Circulation Element recognizes that an LOS of C is optimal. However, it also allows peak hour levels of service in the LOS "D" range in certain locations. These locations include areas of high employment concentration, north/south roads in the vicinity of SR-60 or other locations in already developed areas with geometric constraints that prevent LOS "C" from being achieved (City of Moreno Valley, 2006). The increase in traffic in the year 2030 will degrade the levels of service at the Perris Boulevard at Ironwood Avenue and Kitching Street at Ironwood Avenue to poor levels of service defined by the City of Moreno Valley. However, the study area intersections are projected to operate at acceptable levels of service during the peak hours with the improvements (Urban Crossroads, 2008). A less than significant impact would occur.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				■
---	--	--	--	---

The Proposed Project would not result in a change in air traffic patterns or an increase in traffic levels or location resulting in substantial safety risks. No impact would occur.

d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				■
---	--	--	--	---

The Proposed Project would widen the existing road and would not substantially increase hazards to a design feature or incompatible uses. No impact would occur.

e) Result in inadequate emergency access?				■
---	--	--	--	---

The Proposed Project would widen the existing road which would potentially enhance emergency access in the area surrounding the project site. No impact would occur.

f) Result in inadequate parking capacity?				■
---	--	--	--	---

Parking for construction workers would be provided within a construction staging area for the project site. No additional off-site parking would be required for the project. No impact would occur.

g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				■
--	--	--	--	---

The Proposed Project would widen the existing road and would not conflict with alternative transportation. No impact would occur.

16. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				■
---	--	--	--	---

The Proposed Project would not generate wastewater. No impact would occur.

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				■
--	--	--	--	---

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

The Proposed Project would not require the construction of new water or wastewater treatment facilities or expansion of existing facilities. The project would widen an existing road and would not generate any wastewater resulting in a need to construct new or expand existing treatment facilities. No impact would occur.

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				■
---	--	--	--	---

The Proposed Project would widen an existing road. The project would connect to the existing stormwater drainage facilities along Ironwood Avenue between Perris Boulevard and Lasselle Street. Ironwood Avenue from Lasselle Street to Nason Street does not currently have stormwater drainage facilities and none are included. No impact would occur.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				■
--	--	--	--	---

The Proposed Project would widen an existing road and would not require a long-term water supply. The project would use water during construction for dust control; however, this would be acquired by the construction contractor, would be minimal, and would cease upon completion of construction. No impact would occur.

e) Result in a determination by the wastewater treatment provider, which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				■
---	--	--	--	---

The Proposed Project would not result in the construction of any structures that would generate wastewater. The project would not impact a wastewater treatment provider's capacity. No impact would occur.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				■
--	--	--	--	---

The Proposed Project would only generate solid waste during its construction phase. All solid waste generated during construction would be disposed of properly according to standard construction practices by the construction contractor. No impact would occur.

g) Comply with federal, state, and local statues and regulations related to solid waste?				■
--	--	--	--	---

The Proposed Project would comply with all federal, state, and local regulations regarding solid waste. The City of Moreno Valley City Council adopted a "Source Reduction and Recycling Element" in 1992 to reduce solid waste (City of Moreno Valley, 2006). No impact would occur.

17. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened plant or animal, or eliminate important examples of the major periods of California history or prehistory?		■		
--	--	---	--	--

The Proposed Project would widen Ironwood Avenue between Perris Boulevard and Nason Street in the City of Moreno Valley. The project would widen approximately 11,200 linear feet of Ironwood Avenue to a four-lane major arterial street west of Vista De Cerros Drive and to a three-lane cross section east of Vista De Cerros Drive to alleviate current and future planned traffic congestion and improve safety. The project site supports suitable habitat and historical occurrences exist within the vicinity of the project site for the six of California species of special concern (CSC) species; Northern red-diamond rattlesnake, Cooper's hawk, Ferruginous hawk, Lawrence goldfinch, California horned lark and Burrowing owl. Twenty-four listed and/or sensitive plant species with a potential to

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
-----------------------------------	--------------------------------	--	------------------------------	-----------

occur within or adjacent to the project's BSA are considered absent due to lack of suitable habitat, or require seeps or vernal pool areas for germination and survival, or have other habitat requirements (i.e., gabbro substrate, alkaline soils, or cismontane woodland habitats) or elevational constraints not met by conditions on the BSA. The eastern portion of the project site, from east of Lasselle Street to Nason Street, is located in the Reche Hills Complex, however, since the area surrounding the project site is developed, the potential for archaeological resources to be found is extremely low and would not be impacted by the Proposed Project. A less than significant impact would occur with the incorporation of mitigation measures included in this document.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?				■
--	--	--	--	---

The Proposed Project would not have impacts that could potentially be cumulatively considerable. The project would widen Ironwood Avenue between Perris Boulevard and Nason Street in the City of Moreno to alleviate current and future planned traffic congestion. The Proposed Project site is located in an already developed area. Also, the City of Moreno Valley General Plan standards would be implemented for the Proposed Project. No impact would occur.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?		■		
--	--	---	--	--

The Proposed Project would not result in a significant impact that would cause substantial adverse effects on human beings, either directly or indirectly. The project has the potential to result in significant impacts to air quality and noise that would affect people residing adjacent to Ironwood Avenue. A less than significant impact would occur with incorporation of mitigation measures included in this document.

NEGATIVE DECLARATION

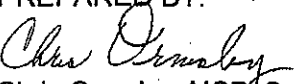
PROJECT TITLE AND FILE NUMBER: Widening of Ironwood Avenue from Perris Boulevard to Nason Street	
PROJECT APPLICANT: City of Moreno Valley John Kerenyi, Senior Engineer, P.E. Public Works-Capital Projects	TELEPHONE NUMBER: (951) 413-3199
PROJECT LOCATION: Ironwood Avenue from Perris Boulevard to Nason Street	
PROJECT DESCRIPTION: The proposed project consists of the improvement of approximately 11,200 linear feet of Ironwood Avenue from Perris Boulevard to Nason Street. The proposed Mitigated Negative Declaration was previously reviewed by City Council on August 25, 2009. There have been changes to the project description to address residents' concerns. (see detailed Project Description in Initial Study) No changes have been made to the proposed mitigation measures.	

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

- The proposed project will not have a significant effect on the environment.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday) at the City of Moreno Valley, Community & Economic Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY:  Chris Ormsby, AICP, Senior Planner	DATE: March 9, 2011
--	-----------------------------------

NOTICE

The public is invited to comment on the Mitigated Negative Declaration. The appropriateness and adoption of the Mitigated Negative Declaration will be considered at the time of City Council action in light of comments received.

DATE ADOPTED: _____ BY: _____

This page intentionally left blank.

1. To subsection d of Section 1, "Aesthetics," add the following: "East of Vista de Cerros Drive, street lighting would be installed only at key locations such as intersections. Hoods will be provided to reduce spillover of light onto adjacent properties."
2. To Mitigation Measure N-1, add the following: "The contract documents shall prohibit the use of blasting in the course of constructing the work."
3. To Mitigation Measure BR-3, add the following: "Mitigation lands or mitigation bank shall be selected based at least in part on proximity to the project."
4. To Mitigation Measure BR-4, add the following: "Mitigation lands or mitigation bank shall be selected based at least in part on proximity to the project."
5. In Section 11, "Noise," subsection "b," delete existing text. Recognize the Project as having a less-than-significant impact with mitigation incorporated. Report the following:

The Project, as currently described, will not significantly increase vibration after the completion of construction. Specific Project features that will limit the post-construction vibration increase, if any, to a less-than-significant increase include:

1. Use of rubberized asphalt, which is expected to dampen vibration.
2. The Project will include use of profilograph equipment to minimize pavement irregularities. Provision of a smooth driving surface post-construction is expected to reduce impact loading, which is a method of vibration transmission.
3. The roadway will continue to be classified as a non-truck route.
4. A condition survey will be offered to owners of all structures lying within 50 feet of the new right-of-way limit, and upon request to other owners of structures on property adjacent to the Project, excepting only those properties that are not adjacent to road widening work. The condition survey will record the existing condition of each structure pre- and post-construction for the purpose of ascertaining whether the Project caused visible damage. The Project will rectify visible vibration-related damage demonstrated to have been caused by the Project.

Construction activities have the potential to cause vibration to be transmitted through the ground to adjacent structures. The Project will conduct vibration testing within the right-of-way before and during construction for the purpose of quantifying existing vibration levels and the effectiveness of the Project's construction vibration minimization practices.

Mitigation measure N-3 would reduce construction-related vibration increases to a less-than-significant level.

N-3: The construction contractor shall be required to comply with vibration minimization practices such as no use of drop hammers, no pile driving, or use of other equipment creating similar levels of vibration. The Project specifications shall include a statement regarding the vibration minimization practices that will be applied to the Project.

This page intentionally left blank.

From: Scott and Sharon Hay


To: Lead Agency City of Moreno Valley – Public Works Dept.

Contact Chris Ormsby

Re: Project Titled "Widening of Ironwood Avenue form Perris Boulevard to Nason Street"

- Rubberized Asphalt reducing noise is addressed, but will it reduce ground vibration that we already have from current traffic, let alone increased traffic levels with the road and traffic being brought even closer to our residence? This concern has been presented in writing and verbally at public meetings previously, and still has not been answered. ①
- I know no one has been on my property to investigate and evaluate current ground vibration and the impact it has on the soundness of my home structure– so I need an answer as to how they arrived at their conclusion of no significant impact with the proposed project without accessing the land in question? ②
- Street lights will rob residents who purchased their homes with no street lights as an amenity of this, what compensation is there for this? The city cannot afford the lights it has now, where is the plan for affording these additional lights? ③
- The construction will cause worry to the large animals, and could seriously harm them, yet there is no mention of a plan to deal with this. You cannot simply remove fencing for large animals and insert them into a construction zone. What are your plans for dealing with this? ④
- It appears that the construction goes over property lines yet there is no mention of acquisition, where is this? ⑤

Sincerely,


Scott and Sharon Hay

RECEIVED

APR 14 2011

PLANNING
CITY OF MORENO VALLEY

Attachment D

Re: Mitigated Negative Declaration (MND) for widening of Ironwood Avenue from Perris Blvd. to Nason Street

I appreciate the downsizing from the original MND, which had a much wider Ironwood Avenue between Vista de Cerros and Nason Street. I do, however, have some questions and concerns that I will expect responses to.

Did you send out notices of this revised MND to all who responded to the first version? I believe Dave Singleton of the Native American Heritage Commission responded to the first MND. Was he noticed of this version?

] ①

I am very concerned that your "CR" mitigations do not include a survey prior to construction activities. Untrained residents know of existing cultural resources that could be impacted. Please explain why at the very least a survey is not done between Vista de Cerros and Nason Street, perhaps by UC Riverside, prior to construction.

] ②

I am very concerned that you are relying on a three-hour unsigned biological survey that was done on a Friday morning while hundreds of students were making their way to the two schools along Ironwood Avenue, as well as people heading off to work. I seriously question its reliability. Burrowing owls have more potential habitat than the field at the southwest corner of Nason Street and Ironwood Avenue. The Burrowing Owl survey needs to be significantly expanded.

] ③

How will the public know which trees will be lost due to the widening, prior to them being removed? Will they be replaced and where/how?

] ④

Where are the staging areas or temporary construction easements? What is the "500-foot buffer" referred to in "BR-1"?

] ⑤

I have heard frogs' nighttime croaking coming from the wetland area south of Ironwood Avenue at Dalehurst. I believe the three-hour survey was not adequate when aquatic resources were dismissed. What are your thoughts?

] ⑥

You need to analyze the cumulative impact of Moreno Valley continuously sending mitigations of wetlands loss outside the city. The latest was less than one mile from the intersection of Dalehurst and Ironwood, this because of the Nason Freeway Interchange. The animals of the area rely on these natural resources which are being destroyed and not replaced locally.

] ⑦

Since Skechers was able to use off-road equipment with a minimum of Tier II rating and with 80% meeting a Tier III rating, I strongly believe this project, which is much closer to homes, can do likewise. Please explain how you will accomplish this.

] ⑧

Where will retaining walls/earth retaining structures be used and why? Will you replace existing walls which you tear down, and will they be of similar quality? I have the same question about other man-made structures and plantings.

] ⑨

There was no cross-section of the proposed Ironwood Avenue between Vista de Cerros and Nason Street. We need to see this as was shown on the other part of Ironwood Avenue. Will there be sidewalks, curbs and gutters, as well as bike paths on both sides of Ironwood Avenue between Perris Blvd. and Nason Street as part of this project? What will the dimensions of each be? Will there be a multi-use trail?

] ⑩

How will the Dolly Way/Helga residents use their road during all phases of construction? The same question needs to be answered for all the private driveway along Ironwood Avenue. The only way Helga residents can now safely exit their street at night is by seeing the lights from cars coming from the west. An overhead streetlight would eliminate this visual advantage and put many lives in danger.

] ⑪

On both sides of Dalehurst, the overhead lights are hooded along Ironwood Avenue. This was per an earlier agreement with residents and still needs to be honored with any and all replacements. Why not put all power lines underground?

] (12)

People on the city staff have mentioned the need for "light blasting", but the MND does not mention this possibility. Will blasting be needed? How will you compensate nearby residents who believe their property, which includes animals, is hurt or damaged? Will you move and board horses that are corralled near the roadway during construction?

] (13)

If residents can show you that vibrations from traffic have caused damage to their homes as a result of the roadway being closer, will you compensate them? Will you build any sound walls?

] (14)

Ironwood Avenue between Dalehurst and Nason has several small streams/rocks which cross it after heavy rains. How will this project recognize this situation and improve it? Will the existing asphalt remain and the rubberized asphalt be added to its edges, or will everything be covered with rubberized asphalt?

] (15)

When do you plan to show the three-lane section as the ultimate build-out of our General Plan? Will there be a General Plan Amendment in the near future? If not, when do you anticipate such an amendment? According to the Traffic Analysis, these improvements should last until 2030.

] (16)

I strongly opposed the original five-lane improvement of Ironwood Avenue between Vista de Cerros and Nason Street. I do, however, support this two/three-lane version, which should be safer. I hope to read your responses to my concerns and questions. I believe it will help the residents and decision-makers to also have read your responses.

Please send me all documents as well as notices of future meetings at the address below.

Thank you.

George Hague
26711 Ironwood Avenue
Moreno Valley, CA 92555

Hay letter

1. A response to the vibration issue had been disseminated as part of a larger document mailed in summer 2010. However, in response to this comment the City's Public Works Department proposes certain modifications to the draft environmental document to address the related comments.

Rubberized asphalt is proposed only for new pavement areas as part of this project, because the expected funding source (TUMF) will not fund repaving. The City will endeavor to secure other funding for performing a complete rubberized asphalt overlay at the same time. Due to the success of recently completed City rubberized asphalt overlay projects, City staff now considers its use to be standard practice for arterials in residential areas, meaning that even if this project were not able to provide it in full, a rubberized asphalt pavement surface would be installed in due course. Rubberized asphalt is known to reduce tire noise and can also be expected to reduce vibrations, in the opinion of experts consulted. It should be noted that even in the event the rubberized asphalt treatment is not able to be placed at one time, the new pavement areas (which are outside of the limits of the existing road and therefore closer to homes) would still be rubberized and thus would mitigate, if not improve, any transmission of vibration currently experienced. Additional project features which are expected to contribute to post-construction vibration reduction are described in Attachment C.

The project will include certain requirements to minimize construction-related vibration, such as not allowing drop hammers. The City will also offer to perform condition surveys to record the existing condition of certain structures pre- and post-construction for the purpose of ascertaining whether the Project caused visible damage. Please refer to Attachment C for additional information.

2. Please refer to the response above.
3. The Project would install street lights only at key locations east of Vista De Cerros Drive, as opposed to the remainder which would receive street lighting at the standard spacing as called for in the City's standard plans. Please refer to Attachment C of this staff report.
4. Work taking place in the public right-of-way is not expected to materially harm nearby large animals. Work requiring easements from adjacent property owners will require those owners' written consent in the form of a construction easement and/or right-of-way acquisition. Direct costs to protect large animals can be negotiated as part of those agreements. No fences or animal corrals would be temporarily or permanently removed without suitable alternative arrangements made.
5. Right-of-way and easement acquisitions have been estimated based on the conceptual design. In the final design phase, precise needs will be identified and acquisitions negotiated.

Hague letter

1. The staff report describes the notification that was undertaken for the revised MND. The City has no record of any letter received from the Native American Heritage Commission regarding this project.
2. The research of available records found no known archaeological resources within the Project limits, and the draft MND deemed the potential for unknown archaeological resources to be found during construction to be extremely low. Mitigation measure CR-1 would allow for evaluation of archaeological resources to be undertaken if any were to be found.
3. A habitat survey was performed as per the applicable standard, which is the Western Riverside County Multiple Species Habitat Conservation Plan. The habitat survey required a focused burrowing owl survey. Focused burrowing owl surveys were performed in accordance with the Burrowing Owl Instructions for the MSHCP dated March 29, 2006. The survey included the appropriate four-day survey, which was completed on June 4, 5, 8, and 10 of 2009. The recommendations of the study are identified as the mitigation measures, BR-1 and BR-2. A pre-construction burrowing owl survey is required by BR-2, as per the MSHCP. The focused burrowing owl study is available for public review.
4. The final design plans will indicate disposition of all trees affected by the work. The Project will comply with Section 9.17.030 of the City's Municipal Code, the relevant portion of which reads: "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."
5. Staging areas have not yet been identified; the City will require the Contractor to secure the staging areas necessary for his operation, and a permitting process will be followed for allowing that work. Temporary construction easements have been shown conceptually on the preliminary design plans. The 500-foot buffer referred to in mitigation measure BR-1 is the area within 500 feet of the Project's limits.
6. A Jurisdictional Delineation and Wetlands Determination Report was prepared for the Project. The report identified both wetlands and non-wetland area considered to be jurisdictional waters in the vicinity of Ironwood Avenue and Dalehurst Road, and quantified the amount of such land area that would be affected by the Project. The Project in total would impact 0.144 acres of land subject to the jurisdiction of the California Department of Fish and Game, and 0.036 acres of land subject to the jurisdiction of the United States Army Corps of Engineers. Mitigation measures BR-3 and BR-4 require mitigation of the lost area at a 3:1 ratio, and require that the mitigation agreement be in place prior to starting construction.

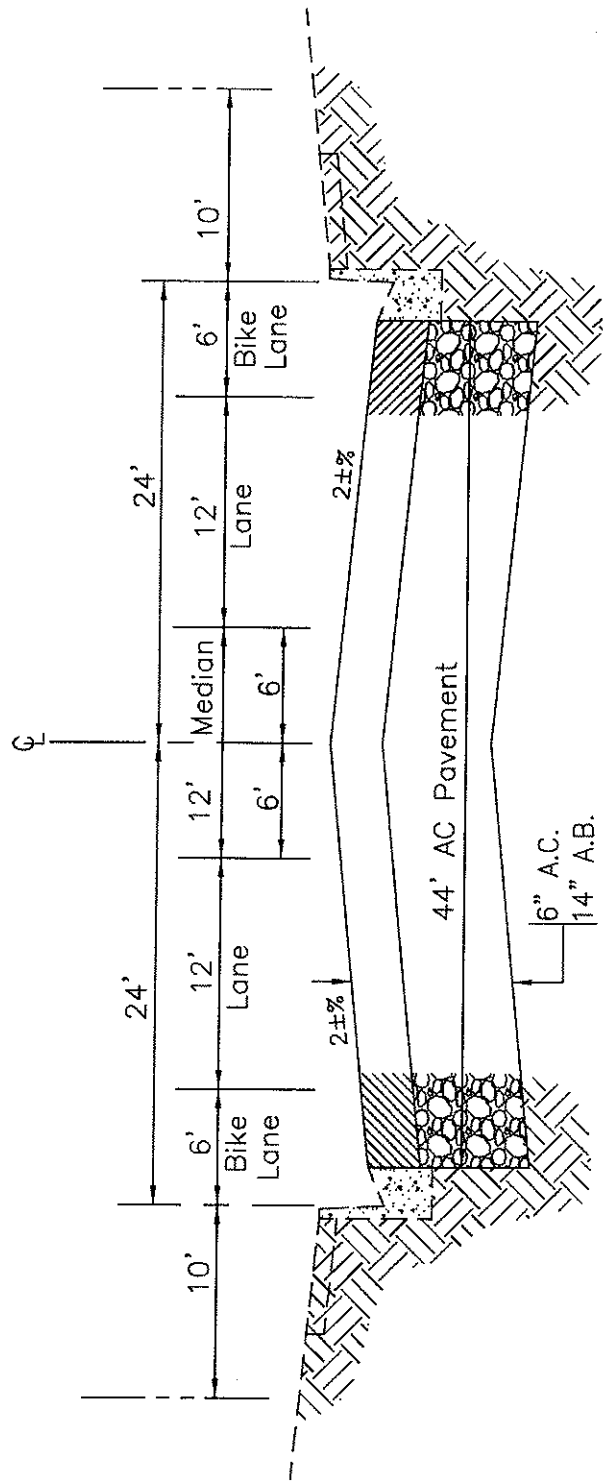
In further reviewing the Jurisdictional Delineation Report prepared by Chambers Group, the report includes adequate detailed information and analysis that would be consistent with a thorough report. It should be noted that two biologists completed the survey work. The potential wetland areas were surveyed according to the appropriate methodologies. Also, there is adequate documentation of the wetland delineation work in the worksheets in Appendix B of the Jurisdictional Delineation Report of the study.

7. Please refer to Attachment C for additional language proposed for inclusion in the applicable mitigation measures to aid in addressing this comment. Please also note that the establishment of a new mitigation bank is an undertaking of significant effort requiring separate policy direction and would not be within the scope of this project to accomplish.
8. The Contractor will be required to comply with applicable state regulations, specifically California Code of Regulations Title 13, Article 4.8, "In-Use Off-Road Diesel-Fueled Fleets." This regulation imposes emissions requirements on such fleets. No further mitigation is considered to be necessary.
9. The following retaining walls are planned:
 - a. At the northwest corner of Kitching Street and Ironwood Avenue, extending approximately 100 feet westerly, height approximately six feet.
 - b. At the northeast corner of Lasselle Street and Ironwood Avenue, extending approximately 600 feet easterly, height varying from zero to six feet in height.
 - c. On the north side of Ironwood Avenue opposite Helga Lane, length approximately 100 feet, height varying from zero to 12 feet in height.

The material to be used will conform to Section 9.08.070 of the Moreno Valley Municipal Code, which reads in part: "Fences and walls located in front yards shall be decorative and made of durable materials, including masonry, wood pickets, tubular metal or other materials, as approved by the community development director.

10. The cross section for Ironwood Avenue between Vista De Cerros Drive and Nason Street had been previously disseminated but was not included in the draft MND. It is attached to this response to comments for completeness. The cross section depicts the improvements that would be made, that were described in the draft MND.
11. Any necessary modifications to driveways or cross streets to Ironwood Avenue would be constructed in two stages in order to avoid long-term closures. Short-term closures no more than a few hours each may be necessary on a limited basis for shifting traffic or otherwise accommodating the work. The scheduling of the work would be agreed to with the affected parties to minimize their impact.

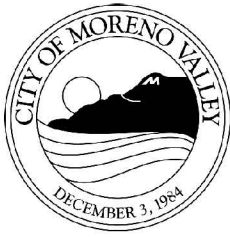
12. Please see Attachment D of the staff report regarding recommended changes to the draft MND. Undergrounding of overhead utilities is funded via a separate mechanism. The feasibility of simultaneously undertaking an undergrounding Project will be investigated.
13. The preliminary geotechnical report, provided as Appendix C of the MND, describes the excavatability of the surrounding area in Section 7.3.3. Rock breaking and blasting are not expected to be required. The City can and will require that no blasting be performed; see Attachment C.
14. Please refer to Attachment C for newly proposed vibration mitigation. No sound walls are planned as part of this Project.
15. The proposed curb and gutter will convey flows that currently flow on or adjacent to the street. Only new pavement areas are proposed to be rubberized asphalt at this time. Although separate funding may be identified to overlay the entire street with rubberized asphalt, such work would not be TUMF-eligible and thus no commitment is made herein.
16. The Planning and Transportation Engineering divisions are proceeding separately with a General Plan Amendment to update the land use and circulation elements. The reclassification Ironwood Avenue in this area will be explicitly considered.



TYPICAL SECTION
IRONWOOD AVENUE

STA: 77+62.00 TO 121+52.57
 (270± E/O Vista de Cerros Dr to W/side of Nason St)

N.T.S. Revised 4/19/10



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: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: ANNUAL STATEMENT OF INVESTMENT POLICY

RECOMMENDED ACTION

The Finance Sub-committee of the City Council recommends that the City Council adopt the attached Annual Statement of Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646, respectively. California Government Code Section 53601 delineates the types of investments allowed and defines various restrictions governing these investments. California Government Code Section 53646 originally required periodic review of the investment report and investment policy by the governing body of the local agency. However this section has since been amended to make these periodic reviews optional. The City's investment policy, originally adopted in December, 1996, is in full compliance with the requirements of both the above mentioned Code Sections in addressing: the types of investments allowed; the governing restrictions on these investments; the perfection of receipt through proper arrangements; and, the reporting and review requirements.

DISCUSSION

The City's Investment Policy calls for the policy to be reviewed and adopted by the City Council annually. The policy was last updated in March, 2010 and revised to reflect the outsourcing of the investment management functions with Chandler Asset Management. The policy was certified by the Association of Public Treasurers of the United States and Canada (APT US&C) in June 2006 and due to the significant nature

of the latest revisions that occurred in March, 2010, we plan to submit the current policy for review in June 2011.

The Investment Policy has been reviewed by both staff of the City and Chandler Asset Management who act as the City's investment management firm. Based on this review the following revisions are suggested:

Section I paragraph D.2 currently reads

Deferred Compensation Plans. Investments related to these types of plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

As revised this paragraph will read as follows:

All Contributions to External Trusts - Deferred Compensation Plans, Voluntary Employee Beneficiary Associations (VEBA) and PERS California Employers Retiree Benefit Trust (CERBT). Investments related to these types of plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

Section VIII paragraph C which currently reads:

Following is a table summarizing allowable investments for the City. This table is summarized from the California Debt & Investment Advisory Commission's Local Agency Investment Guidelines (CDIAC 09/09) and is consistent with California Government Code Sections 53600 and 53630 et seq.

As revised this paragraph will read as follows:

Following is a table summarizing allowable investments for the City. This table is consistent with California Government Code Sections 53600 and 53630 et seq.

The attached Statement of Investment Policy is prepared in compliance with California Government Code Section 53646. All the investments contained within the portfolio are in full compliance with this Investment Policy.

ALTERNATIVES

1. Adopt Annual Statement of Investment Policy
2. Do not adopt Annual Statement of Investment Policy and provide staff with additional direction.

FISCAL IMPACT

There is no fiscal impact.

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.

SUMMARY

California Government Code Sections 53601 and 53646, respectively delineate the types of investments allowed and defines various restrictions governing these investments and suggest a periodic review of the investment report and investment policy by the governing body of the local agency. The City's Investment Policy has established a review process whereby the Council reviews and adopts the policy annually. The policy identifies allowable investments, the reporting process related to the investments, safekeeping measures in maintaining assets and the roles of staff in the management of the investment program. This policy revision was discussed in the Finance Sub-committee of the City Council's meeting of April 13, 2011. The Finance Sub-committee's recommended action is to adopt the Statement of Investment Policy as revised

ATTACHMENTS/EXHIBITS

Attachment 1 Statement of Investment Policy.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

This page intentionally left blank.

INVESTMENT POLICY

PURPOSE: The City Council of the City of Moreno Valley (City) and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. It is the purpose of this policy to provide guidelines for the prudent investment of unexpended funds in a manner which allows for maximum security, while at the same time providing the best investment return to meet the daily cash flow demands of the City, and conform to all applicable statutes pertaining to the investment of public funds. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

I. Scope

- A. Investments for the City and its related authorities and agencies will be made on a pooled basis including the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Public Financing Authority, and the Moreno Valley Industrial Development Authority. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:
1. General Fund
 2. Special Revenue Funds
 3. Debt Service Funds
 4. Capital Project Funds
 5. Internal Service Funds
 6. Agency Funds
 7. Enterprise Funds
- B. The City Council has the authority to allow investments that do not follow this policy as long as such investments are recommended by the City Manager and City Treasurer, and expressly authorized by the City Council.
- C. At the time this policy is adopted, the portfolio may hold investments which were made in the past and in accordance with previous policies and existing State law, but do not meet the provisions of this policy. These past investments are grandfathered as permissible investments. The City may choose to hold these investments until maturity; however, their maturity cannot be extended without the expressed authorization of the City Council.
- D. Funds excluded from this policy
1. **Bond Proceeds.** Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy. The overriding policy for the investment of bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board.
 2. **All Contributions to External Trusts - Deferred Compensation Plans, Voluntary Employee Beneficiary Associations (VEBA) and PERS California Employers Retiree Benefit Trust (CERBT)** . Investments related to these types of ~~the City's deferred compensation~~ plans are not subject to this policy since third-party administrators manage them and the individual plan participant's direct investment and mutual fund selection. Deferred compensation plans must be approved by the City Council.

II. Prudence

- A. Prudent Investor Standard: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

INVESTMENT POLICY

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B.** Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

III. Objectives

- A.** The City’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary objectives of safety, liquidity and a reasonable market rate of return.
1. **Safety** – Safety of principal is the foremost objective of the investment program. The City will undertake investments in a manner that ensures the preservation of capital in the portfolio taken as a whole.
 2. **Liquidity** – The City will maintain sufficient cash and short-term investment instruments which, together with projected revenues, will provide sufficient liquidity so that the City will be able to meet all operating requirements which might be reasonably anticipated including an amount to cover reasonably estimated contingencies.
 3. **Reasonable market rate of return (Yield)** – The City’s investment portfolio will be designed with the objective to attain a benchmark rate of return throughout budgetary and economic cycles, commensurate with the City’s investment risk constraints and the cash flow characteristics of the portfolio.
- B.** The investment function will have the ongoing objectives of: assuring compliance with Federal, State and local laws governing the investment of public funds, maintaining reserves for long-term projects and contingencies, and establishing quality standards and limits related to the type of investments made and with which institutions investments are placed.

IV. Delegation of Authority

- A.** The City of Moreno Valley Municipal Code specifies that the City Council will appoint the City Treasurer. By resolution, the City Council has appointed the Financial & Administrative Services Director to serve as the City Treasurer. The Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City’s funds in accordance with this policy, California Government Code Sections 53600 and 53630 et seq., and all other related Federal and State laws. The City Treasurer also serves as the Treasurer for the Community Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Public Financing Authority, the Moreno Valley Public Facilities Financing Corporation, the Moreno Valley Community Services District and other related City entities.

INVESTMENT POLICY

In the absence of the City Treasurer, and unless otherwise delegated, the Treasury Operations Division Manager/Assistant City Treasurer will serve as the Acting Treasurer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

- B.** The City Manager will provide periodic oversight to the investment function which includes but is not limited to reviewing monthly investment reports issued by the City Treasurer.
- C.** The City Council's primary responsibilities over the investment function include approving the Investment Policy, annually reviewing such policy, reviewing monthly investment reports issued by the Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.
- D.** The Finance Sub-Committee of the City Council will provide oversight to the investment function through the periodic review of the investment report at their committee meetings.
- E.** The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

V. Investment Procedures

- A.** The City Treasurer shall establish internal procedures for the operation of the investment program consistent with this policy. These procedures shall include, but are not limited to, the following items:
 - 1. Safekeeping
 - 2. Master repurchase agreements
 - 3. Wire transfer agreements
 - 4. Collateral/Depository agreements
 - 5. Broker/Dealer relationships
- B.** Cash handling and cash management are integral components of an effective investment management program. In keeping with the Administrative Policy on Cash Control, the aforementioned procedure manual shall include references to the following:
 - 1. Cash collection practices
 - 2. Depository practices
 - 3. Cash flow issues
 - 4. Cash flow projections
 - 5. Anti-theft/Anti-fraud practices
 - 6. Banking agreements
 - 7. Accounting practices
- C.** Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.
- D.** Allocation of Pool Interest
 - 1. All interest earnings related to the investment pool will be allocated to the General Fund unless specifically directed by Federal or State statute, City Council directive or contractual agreement.

INVESTMENT POLICY

2. The allocation methodology will be maintained by the City Treasurer.

VI. Ethics and Conflict of Interest

- A. All officials, staff members and consultants, involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants, will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City.
- B. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the City's cash and investment portfolio.
- C. All bond issue participants, including but not limited to, underwriters, bond counsel, financial advisors, brokers and dealers will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

VII. Investment Controls

- A. The City Manager shall oversee and ensure that the City Treasurer implements and maintains a system of internal investment controls and segregated responsibilities of the investment function in order to prevent the following:
 1. Fraud
 2. Theft
 3. Loss of principal
 4. Loss of control over funds
 5. Inaccurate reporting
 6. Negligence
 7. Over-reliance on a single employee for investment decisions
- B. Internal controls should include but are not limited to (for a more specific list of internal controls see the investment management plan):
 1. Segregation of duties (e.g., the purchaser of investments is different than the person recording the transaction)
 2. Reconciliation of investment report and cash balances
 3. Dual authorization of transactions
- C. An external auditor will review the investment program annually in order to provide reasonable assurance that policy and procedures are complied with.

VIII. Authorized Financial Dealers and Institutions

- A. The City Treasurer will obtain financial information from qualified institutions to determine if the institution markets in securities appropriate to the City's needs, can assign qualified sales representatives, and can provide written agreement to abide by the conditions set forth in the City of Moreno Valley Investment Policy.
- B. The City Treasurer will maintain a list of financial institutions and broker/dealers authorized to provide investment services to the City who are authorized to provide investment services in the State of

INVESTMENT POLICY

California. An eligible designation does not guarantee that the City will do business with the firm or institution.

- C. The following criteria will be used in determining investment providers
1. Broker/Dealers: The purchase by the City of any investment other than those purchased directly from the issuer shall be purchased from a broker/dealer firm designated as a "Primary Government Dealer" by the Federal Reserve Bank of New York or a regional dealer that qualifies under SEC Rule 15C3-1 (uniform net capital rule).
 2. Banks: The City shall purchase securities from banks which meet all of the following criteria:
 - a. Nationally or State chartered banks
 - b. Registered as investment securities dealers with the Securities and Exchange Commission
 - c. Independently rated "A" or higher by two nationally recognized statistical ranking organizations
 3. Investment Bankers, Underwriters and Financial Advisors: The purchase by the City of any investments from these providers in the course of completing a bond transaction must be expressly authorized by the City Council after such a provider discloses their commission, spread or fee in approximate dollar amount. Otherwise, the acquisition of such investments must be procured from the broker/dealers customarily used by the City.
 4. The Federal Reserve Bank: Direct purchases of Treasury bills, notes and bonds from the U.S. Federal Reserve Banks branches are allowed and are exempt from quality requirements.
- D. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide the following information to the City Treasurer:
1. A completed City of Moreno Valley Broker/Dealer Questionnaire
 2. Audited financial statements
 3. Proof of Financial Industry Regulatory Authority (FINRA) certification
 4. Trading resolution
 5. Proof of state registration
 6. Certification of having read and willingness to comply with City's investment policy.
- E. The City Treasurer will conduct an annual review of the financial condition and registrations of brokers/dealers on the City's approved list.
- F. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which or with which the City invests.
- G. Certificates of deposit will not be placed with an institution once it has received a Cease and Desist order from any bank regulatory agency.

IX. Authorized and Suitable Investments (with quality and limitation guidelines)

- A. The California Government Code sections 53600 et seq. governs the allowable investments into which a local government agency can enter. These Government Code sections also stipulate as to the portfolio percentage limits and investment quality standards for some but not all permitted investments. The Government Code sections provide a starting point for establishing the City quality standards, percentage limits and maturity levels. Should the Government Code become more restrictive than this policy, the Government Code restrictions shall prevail.

INVESTMENT POLICY

- B.** Whenever a maximum allowable percentage of the portfolio is stipulated for any type of security as detailed below, the limit or maximum allowable is determined by the portfolio size or composition at the close of the date on which the security is purchased.
- C.** Following is a table summarizing allowable investments for the City. This ~~table summarizes is summarized from the California Debt & Investment Advisory Commission’s Local Agency Investment Guidelines (CDIAC 09/09) and~~ is consistent with California Government Code Sections 53600 and 53630 et seq.

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
Local Agency Bonds	5 years	— none —	— none —
U.S. Treasury Obligations	5 years	— none —	— none —
State Obligations —CA and Others	5 years	— none —	— none —
CA Local Agency Obligations	5 years	— none —	— none —
U.S Agency Obligations	5 years	— none —	— none —
Bankers’ Acceptances	180 days	40%	— none —
Commercial Paper —Select Agencies	270 days	25% of the agency’s invested funds	“A-1/P-1/F-1”; if the issuer has issued long-term debt it must be rated “A” without regard to modifiers
Commercial Paper —Other Agencies	270 days	40% of the agency’s invested funds	A-1/P-1/F-1”; if the issuer has issued long-term debt it must be rated “A” without regard to modifiers
Negotiable Certificates of Deposit	5 years	30%	— none —
CD Placement Service	5 years	30%	— none —
Repurchase Agreements	1 year	— none —	— none —
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	— none —
Medium-Term Notes	5 years	30%	“A” rating
Mutual Funds and Money Market Mutual Funds	n/a	20%	Multiple
Collateralized Bank Deposits	5 years	— none —	— none —
Mortgage Pass-Through Securities	5 years	20%	“AA” rating
Bank/Time Deposits	5 years	— none —	— none —
County Pooled Investment Funds	n/a	— none —	— none —
Joint Powers Authority Pool	n/a	— none —	Multiple
Local Agency Investment Fund (LAIF)	n/a	— none —	— none —

- D.** Investment Pools: A thorough investigation of an Investment Pool account is required prior to investing, and on a continual basis. The investigation must include information, if available, on the following items before investing:
1. A description of eligible investment securities, and a written statement of investment policy.
 2. A description of interest calculations and distribution and how gains and losses will be treated.

INVESTMENT POLICY

3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and the program audited.
 4. A description of who may invest in the program, how often and what is the allowable size of deposits and withdrawals, and any limitations as to number of transactions.
 5. A schedule for receiving statements and portfolio listings.
 6. Are reserves, retained earnings, etc. utilized by the pool?
 7. Is the pool eligible for bond proceeds and/or will it accept such proceeds?
- E.** Repurchase Agreements are legal and authorized by policy. In order to invest in repurchase agreements the City must obtain a signed Master Repurchase Agreement from the participating bank or broker/dealer.
- F.** Prohibited Investment Transactions and Derivatives:
1. The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted:
 - a. Reverse Repurchase Agreements
 - b. Financial futures or financial option contracts
 - c. Security lending
 2. Additionally the City shall not invest in any security that could result in zero interest accrual if held to maturity.
 3. Due to the complexity of the securities market and ever-changing market conditions, it is difficult to define derivatives and specifically prohibit their acquisition. Therefore, the City desires to limit the potential risk of derivatives by specifically prohibiting the most common types of derivatives with certain market exposures. These prohibited derivatives include but are not limited to: inverse floaters, interest only securities derived from mortgages, residual securities, structured notes, forward based derivatives, forward contracts, forward rate agreements, futures contracts, interest rate futures contracts, foreign currency futures contracts, option based derivatives, option contracts, interest rate caps, interest rate floors, swap contracts, interest rate swaps, interest rate collars, foreign currency swaps, cross currency exchange agreements, fixed rate currency swaps, basis swaps, equity swaps, fixed rate equity swaps, floating rate equity swaps and commodity swaps.
 4. Leveraging
 - a. The City may not purchase investments on a margin or through a margin account.
 - b. The General Portfolio may not be leveraged by more than 30% through the issuance of tax and revenue anticipation notes (TRANS). The proceeds of any TRANS issue are to be invested in accordance with the guidelines in this policy, with investment maturities not to exceed the life of the TRANS.
 - c. The City may not leverage its investments through the use of reverse repurchase agreements.
- X. Collateralization**
- A.** Bank Deposits: Under provisions of the Government Code, California banks and savings and loan associations are required to secure the City's deposits by pledging government securities with a value of 110% of principal and accrued interest. State law also allows financial institutions to secure City

INVESTMENT POLICY

deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total deposits.

B. Certificates of Deposit:

1. The market value of securities that underlay certificates of deposit shall be valued at 110% of the market value of principal and accrued interest.
2. The City Treasurer, at his/her discretion may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation.

C. Repurchase Agreements

1. The market value of securities that underlay certificates of deposit shall be valued at 102% of the market value of principal and accrued interest.
2. The value shall be adjusted no less than weekly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back to 102% no later than the next business day.

D. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained.

E. The City chooses to limit collateral to US Treasuries.

F. Collateral will always be held by an independent third-party with whom the entity has a current written custodial agreement.

G. The right of collateral substitution is granted based on the approval of the City Treasurer and City Manager.

XI. Safekeeping, Custody and Competitive Bids

A. Third-party safekeeping is required for all investments. Securities may be maintained by a banking institution or a broker/dealer firm for safekeeping as long as the securities are held in the City's name.

B. Third-party safekeeping arrangements will be approved by the City Treasurer and will be corroborated by a written custodial agreement.

C. All investment transactions of the City will be conducted using standard delivery vs. payment (DVP) procedures.

D. All securities held by the safekeeping custodian on behalf of the City shall have the City of Moreno Valley as the registered owner, and all interest and principal payments and withdrawals shall indicate the City of Moreno Valley as the payee.

E. All bank deposits will be FDIC insured or deposited with institutions that comply with the State collateral requirements for public funds.

F. Securities used as collateral for repurchase agreements with a maturity from one to seven days can be held in safekeeping by a third party bank trust department or by the broker/dealer's safekeeping

INVESTMENT POLICY

institution, acting as the agent for the City, under the terms of a custody agreement executed by the selling institution and by the City specifying the City's "perfected" ownership of the collateral.

- G. All investment transactions shall be conducted on a competitive basis with quotes from a minimum of three brokers or financial institutions when possible.

XII. Diversification and Credit Risk Management

- A. Investments contained within the portfolio will be diversified by security type, institution and maturity.
- B. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio.
- C. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and instrumentalities.
- D. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
- E. If securities owned by City are downgraded by any nationally recognized statistical ratings organization to a level below the quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
1. If a security is downgraded, the City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 2. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

XIII. Maximum Maturities

- A. The City Treasurer will maintain sufficient liquidity in cash and short-term investments, which together with projected revenue receipts will meet the cash flow requirements of the City for the upcoming six months.
- B. The City will not directly invest in securities maturing more than five years away from the settlement date. In any case, where a cash flow is matched with an investment which exceeds the five year limit, the investment must be approved by the City Council.
- C. The average weighted maturity of the general portfolio shall not exceed 3 years. The general portfolio does not include bond proceeds or deferred compensation funds.
- D. To the extent possible, longer-term investment maturities will be spaced so that a portion of such investments mature each year to cover unanticipated emergencies.

XIV. Performance Standards

- A. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints.

INVESTMENT POLICY

- B.** The investment performance objective for the portfolio shall be to earn a total rate of return over a market cycle which is approximately equal to the return on a market benchmark Index of similar securities, as determined by the City Treasurer.

XV. Reporting

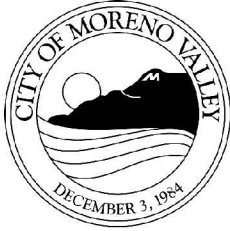
- A.** The City Treasurer will provide a monthly report to the City Manager and City Council which will include the following information by security held at the end of the reporting period:
1. Investment Type
 2. Issuer
 3. Maturity Date
 4. Par Value
 5. Market Value
 6. Book Value
 7. Weighted Average Maturity
 8. Source of Market Valuation
 9. Monies maintained within the treasury
 10. Funds, investments and loans that are under the management of contracted parties
- B.** Quarterly, and within 60 days of the completion of the quarter, the City Treasurer will submit a report to the City Council in open public meeting with the same investment information provided to the City Manager and City Council on a monthly basis with the addition of the following data:
1. A description of the compliance with the statement of investment policy, or manner in which the portfolio is not in compliance.
 2. A statement denoting the ability of the City to meet cash flow requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

XVI. Investment Policy Adoption

- A.** Annually, the City Treasurer will render to the City Council a Statement of Investment Policy, including any changes or revisions, to be reviewed and approved at a public meeting.

XVII. Record Retention

- A.** The following investment or cash management documents will be maintained in accordance with Chapter 2.60 of Title 2 of the City of Moreno Valley Municipal Code:
1. Investment Reports and supporting documentation
 2. Third-party statements of assets held
 3. Investment permanent files
 4. Market pricing documentation



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: May 24, 2011

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2011

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems, and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646 respectively. The City's Investment Policy, adopted December 17, 1996 (and revised most recently on March 23, 2010), is in full compliance with the requirements of both of the above-mentioned Code Sections in addressing the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the quarterly reporting requirements.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2011. This is the third quarterly report submitted for the 2010-11 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's

Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.03 years.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds, Voluntary Employee Beneficiary Association (VEBA) funds and California Employer Retiree Benefit Trust (CERBT) funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

None

CITY COUNCIL GOALS

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

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2011. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section

53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – March 2011
 Attachment 2 – Chandler Asset Management Bond Market Review – April 2011

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 City Treasurer

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

This page intentionally left blank.

CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

March 2011

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Yield to Maturity	Average Duration
Bank Accounts	2,204,433	2,204,433	2,204,433			
State of California LAIF Pool Investments	35,048,420	35,048,420	35,048,420	0.60	0.52%	1.82
Total General Portfolio	213,584,941	212,840,455	207,494,473	2.03	1.58%	Years

Bond Proceeds with Fiscal Agents

Construction Funds	14,518,537
Principal & Interest Accounts	605,134
Debt Service Reserve Funds	7,074,976
Custody Accounts	0
Arbitrage Rebate Accounts	14,483
Other Accounts	382,762
Total Bond Proceeds	22,595,892

Deferred Compensation Funds

Nationwide	8,539,671
ICMA	4,019,816
Total Deferred Compensation Funds	12,559,487
Total Investment Portfolio	247,995,834

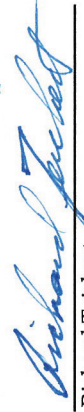
Market Value

Bank Accounts	14,518,537
Principal & Interest Accounts	605,134
Debt Service Reserve Funds	7,074,976
Custody Accounts	0
Arbitrage Rebate Accounts	14,483
Other Accounts	382,762
Total Bond Proceeds	22,595,892

Market Value as of Dec 31, 2010

Nationwide	8,539,671
ICMA	4,019,816
Total Deferred Compensation Funds	12,559,487
Total Investment Portfolio	247,995,834

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment custodian.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.


 Richard Teichert
 City Treasurer

Attachment 1



PORTFOLIO CHARACTERISTICS

Average Duration	1.82
Average Coupon	2.56 %
Average Purchase YTM	1.58 %
Average Market YTM	1.09 %
Average S&P Rating	AAA
Average Final Maturity	2.03 yrs
Average Life	1.94 yrs

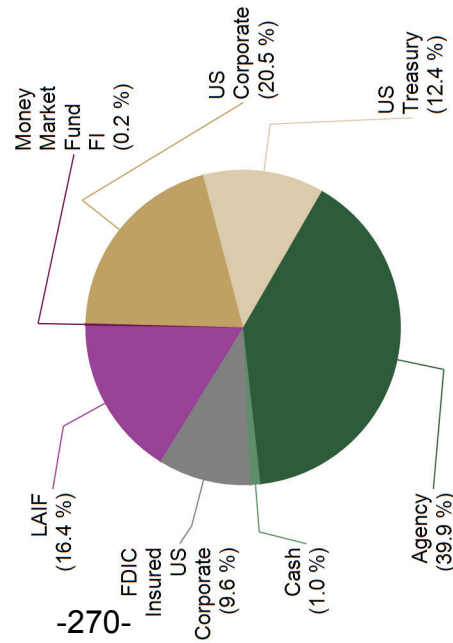
ACCOUNT SUMMARY

Market Value	Beg. Values as of 2/28/11	End Values as of 3/31/11
Accrued Interest	218,757,353	212,840,455
Total Market Value	1,456,471	1,288,860
	220,213,824	214,129,315
Income Earned	279,453	272,422
Cont/WWD		
Par	213,060,684	207,494,473
Book Value	217,722,150	211,995,699
Cost Value	219,147,648	213,584,941

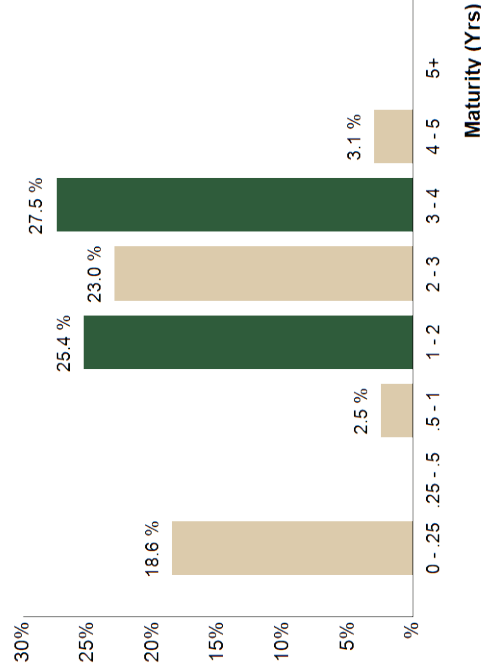
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	16.4 %
Government of United States	12.4 %
Federal Farm Credit Bank	11.8 %
Federal Home Loan Mortgage Corp	9.3 %
Federal National Mortgage Assoc	8.3 %
Federal Home Loan Bank	6.6 %
Tennessee Valley Authority	3.8 %
US Bank Corp FDIC Insured	2.4 %
	71.1 %

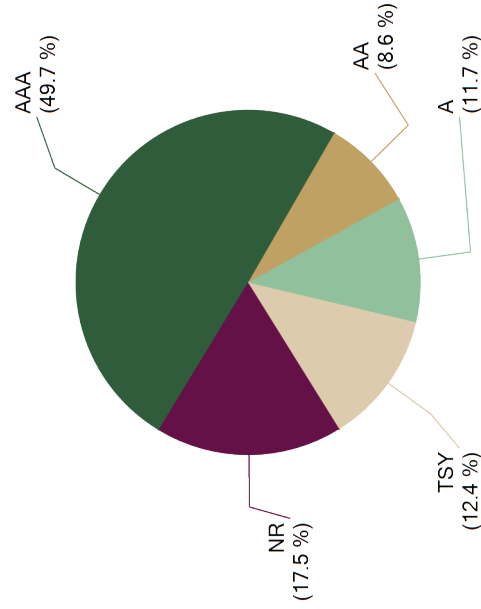
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





**City of Moreno Valley
Treasurer's Cash and Investments Report**

Holdings Report

As of 3/31/11

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
31331YK82	FFCB Note 3.25% Due 5/2/2011	1,000,000.00	05/19/2008 3.38 %	996,360.00 999,895.32	100.27 0.10 %	1,002,711.00 13,451.39	0.47 % 2,815.68	Aaa AAA	0.09 0.09
3133XTRU2	FHLB Note 1.3% Due 6/1/2011	1,000,000.00	06/01/2009 1.30 %	1,000,000.00 1,000,000.00	100.18 0.20 %	1,001,831.00 4,333.33	0.47 % 1,831.00	Aaa AAA	0.17 0.17
3133XSWM6	FHLB Note 2.1% Due 1/23/2012	1,000,000.00	01/23/2009 2.10 %	1,000,000.00 1,000,000.00	101.41 0.36 %	1,014,112.00 3,966.67	0.48 % 14,112.00	Aaa AAA	0.82 0.80
3133XT2T2	FHLB Note 2.25% Due 2/10/2012	1,000,000.00	02/10/2009 2.25 %	1,000,000.00 1,000,000.00	101.64 0.34 %	1,016,375.00 3,187.50	0.48 % 16,375.00	Aaa AAA	0.87 0.85
31331XG30	FFCB Note 5.45% Due 6/21/2012	1,000,000.00	06/29/2007 5.33 %	1,005,380.00 1,001,322.08	106.03 0.49 %	1,060,329.00 15,138.89	0.50 % 59,006.92	Aaa AAA	1.23 1.18
31331XT36	FFCB Note 5.25% Due 8/1/2012	1,000,000.00	08/01/2007 5.25 %	1,000,000.00 1,000,000.00	106.23 0.55 %	1,062,303.00 8,750.00	0.50 % 62,303.00	Aaa AAA	1.34 1.29
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	102.55 0.57 %	1,025,544.00 3,266.67	0.48 % 25,544.00	Aaa AAA	1.37 1.35
3133XYWB7	FHLB Note 0.875% Due 8/22/2012	3,500,000.00	11/23/2010 0.51 %	3,521,892.50 3,517,493.38	100.40 0.58 %	3,514,091.00 3,317.71	1.64 % (3,402.38)	Aaa AAA	1.40 1.38
3133XUUJ0	FHLB Note 1.625% Due 9/26/2012	3,450,000.00	12/22/2010 0.69 %	3,506,166.00 3,497,815.81	101.46 0.64 %	3,500,401.05 778.65	1.64 % 2,585.24	Aaa AAA	1.49 1.47
3313GZ44	FFCB Note 1.55% Due 10/15/2012	1,000,000.00	10/15/2009 1.55 %	1,000,000.00 1,000,000.00	101.36 0.66 %	1,013,612.00 7,147.22	0.48 % 13,612.00	Aaa AAA	1.55 1.51
31398A4T6	FNMA Note 0.5% Due 10/30/2012	1,000,000.00	12/22/2010 0.73 %	995,834.00 996,422.07	99.72 0.68 %	997,214.00 2,097.22	0.47 % 791.93	Aaa AAA	1.59 1.57
3137EACQ0	FHLMC Note 0.625% Due 12/28/2012	3,450,000.00	12/22/2010 0.75 %	3,441,354.30 3,442,476.35	99.81 0.73 %	3,443,517.45 7,127.60	1.61 % 1,041.10	Aaa AAA	1.75 1.73
31331GKF5	FFCB Note 2.5% Due 1/14/2013	1,000,000.00	01/14/2009 2.30 %	1,007,520.00 1,003,366.24	103.06 0.77 %	1,030,641.00 5,347.22	0.48 % 27,274.76	Aaa AAA	1.79 1.74
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.88 %	4,194,744.63 4,015,059.22	109.78 0.94 %	4,089,200.70 9,933.34	1.91 % 74,141.48	Aaa AAA	1.96 1.87
3128X8TZ5	FHLMC Callable Note 1X 4/8/11 2.5% Due 4/8/2013	1,000,000.00	04/08/2009 2.50 %	1,000,000.00 1,000,000.00	100.04 0.21 %	1,000,445.00 12,013.89	0.47 % 445.00	Aaa AAA	0.02 0.02
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	102.65 0.87 %	1,026,467.00 10,572.22	0.48 % 26,467.00	Aaa AAA	2.02 1.96
3128X8B84	FHLMC Callable Note 1X 5/13/11 2.4% Due 5/13/2013	1,000,000.00	05/13/2009 2.40 %	1,000,000.00 1,000,000.00	100.25 0.24 %	1,002,520.00 9,200.00	0.47 % 2,520.00	Aaa AAA	0.12 0.12
31GXN4	FFCB Callable Note Cont 6/3/11 2.7% Due 6/3/2013	1,000,000.00	06/03/2009 2.70 %	1,000,000.00 1,000,000.00	100.39 0.43 %	1,003,905.00 8,850.00	0.47 % 3,905.00	Aaa AAA	0.18 0.17
4A4TZ7	FHLMC Note 4.5% Due 7/15/2013	3,900,000.00	05/12/2010 1.59 %	4,250,028.90 4,152,479.86	107.93 0.99 %	4,209,309.00 37,050.00	1.98 % 56,829.14	Aaa AAA	2.29 2.18
591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 3,990,087.70	108.31 1.13 %	4,061,572.50 29,687.50	1.91 % 71,484.80	Aaa AAA	2.34 2.21

Item No. A.12



**City of Moreno Valley
Treasurer's Cash and Investments Report**

Holdings Report

As of 3/31/11

Item No. A.12

SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
3XUEC3	FHLB Callable Note Cont 8/12/11 2.65% Due 8/12/2013	1,000,000.00	08/12/2009 2.65 %	1,000,000.00	100.75 0.59 %	1,007,481.00 3,606.94	0.47 % 7,481.00	Aaa AAA	0.37 0.36
31331KET3	FFCB Note 0.98% Due 9/23/2013	1,970,000.00	03/28/2011 1.10 %	1,964,227.90 1,964,240.61	99.54 1.17 %	1,960,918.30 429.02	0.92 % (3,322.31)	Aaa AAA	2.48 2.44
31398A4A7	FNMA Callable Note 1X 9/27/11 1.2% Due 9/27/2013	3,525,000.00	09/10/2010 1.20 %	3,525,000.00	99.55 1.39 %	3,508,978.88 470.00	1.64 % (16,021.12)	Aaa AAA	2.50 2.06
3134G1PP3	FHLMC Callable Note 1X 8/18/11 1.4% Due 1/18/2013	1,855,000.00	08/18/2010 0.98 %	1,862,698.25 1,857,939.72	99.87 1.45 %	1,852,633.02 3,101.97	0.87 % (5,306.70)	Aaa AAA	2.64 1.84
3133XHW57	FHLB Note 4.875% Due 12/13/2013	1,000,000.00	06/18/2009 2.96 %	1,080,060.00 1,048,211.85	109.31 1.35 %	1,093,050.00 14,625.00	0.52 % 44,838.15	Aaa AAA	2.71 2.52
3137EABX6	FHLMC Note 2.5% Due 1/7/2014	4,000,000.00	03/17/2010 2.09 %	4,059,384.00 4,043,203.89	103.32 1.27 %	4,132,956.00 23,333.33	1.94 % 89,752.11	Aaa AAA	2.78 2.66
3136FH11	FNMA Callable Note 1X 4/14/11 2% Due 4/14/2014	1,000,000.00	04/14/2009 2.00 %	1,000,000.00	100.06 0.30 %	1,000,604.00 9,277.78	0.47 % 604.00	Aaa AAA	0.04 0.04
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00	102.34 0.74 %	1,023,449.00 13,749.00	0.48 % 23,449.00	Aaa AAA	1.05 1.67
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	5,315,000.00	Various 1.47 %	5,527,632.90 5,495,667.39	103.66 1.39 %	5,509,555.58 63,558.55	2.60 % 13,888.19	Aaa AAA	3.05 2.89
36FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00	101.76 0.62 %	1,017,577.00 9,375.00	0.48 % 17,577.00	Aaa AAA	1.09 1.07
3136FHPX7	FNMA Callable Note 1X 11/14/2011 2.125% Due 5/14/2014	1,000,000.00	05/14/2009 2.13 %	1,000,000.00	100.78 0.86 %	1,007,764.00 8,086.81	0.47 % 7,764.00	Aaa AAA	0.62 0.61
31398AXJ6	FNMA Note 2.5% Due 5/15/2014	1,250,000.00	Various 2.32 %	1,258,880.25 1,256,846.56	103.23 1.44 %	1,290,321.25 11,805.55	0.61 % 33,474.69	Aaa AAA	3.13 2.98
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,291,649.45	101.10 1.54 %	4,347,252.70 27,006.39	2.04 % 55,603.25	Aaa AAA	3.18 3.05
3133XTXW1	FHLB Callable Note 1X 1/9/12 2.5% Due 7/9/2014	1,000,000.00	07/09/2009 2.50 %	1,000,000.00	101.61 0.41 %	1,016,115.00 5,694.44	0.48 % 16,115.00	Aaa AAA	0.78 0.77
3137EACD9	FHLMC Note 3% Due 7/28/2014	4,000,000.00	03/15/2010 2.41 %	4,097,476.00 4,074,191.76	104.50 1.60 %	4,180,148.00 21,000.00	1.96 % 105,956.24	Aaa AAA	3.33 3.15
31398AYY2	FNMA Note 3% Due 9/16/2014	1,500,000.00	04/15/2010 2.50 %	1,531,365.00 1,524,563.42	104.65 1.61 %	1,569,730.50 1,875.00	0.73 % 45,167.08	Aaa AAA	3.47 3.28
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,069,807.64	104.51 1.66 %	4,180,208.00 3,000.00	1.95 % 110,400.36	Aaa AAA	3.48 3.30
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,111,436.00	103.14 1.73 %	4,228,854.80 39,163.54	1.99 % 117,418.80	Aaa AAA	3.64 3.43
3136FPEQ6	FNMA Callable Note 1X 9/9/11 1.85% Due 9/9/2015	2,015,000.00	09/16/2010 1.89 %	2,011,473.75 2,011,853.92	97.50 2.45 %	1,964,556.49 2,278.07	0.92 % (47,297.43)	Aaa AAA	4.45 3.78



City of Moreno Valley
Treasurer's Cash and Investments Report

Holdings Report

As of 3/31/11

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
31331J6C2	FFCB Note 2.35% Due 12/22/2015	2,000,000.00	03/28/2011 2.27 %	2,007,240.00 2,007,227.44	99.92 2.37 %	1,998,468.00 12,925.00	0.94 % (8,759.44)	Aaa AAA	4.73 4.42
Total Agency		82,605,000.00	1.92 %	84,436,957.48 83,898,257.68	1.12 %	84,966,722.22 469,579.41	39.90 % 1,068,464.54	Aaa AAA	2.31 2.17
CASH									
90CASH\$00	Cash Custodial Cash Account	2,204,433.18	Various 0.00 %	2,204,433.18 2,204,433.18	1.00 0.00 %	2,204,433.18 0.00	1.03 % 0.00	NR NR	0.00 0.00
Total Cash		2,204,433.18	N/A	2,204,433.18	0.00 %	2,204,433.18	1.03 % 0.00	NR NR	0.00 0.00
FDIC INSURED US CORPORATE									
949744AA4	Wells Fargo & Company FDIC Guaranteed Note 3% Due 12/9/2011	3,050,000.00	03/12/2010 0.95 %	3,157,094.65 3,092,702.30	101.87 0.28 %	3,107,059.40 28,466.67	1.46 % 14,357.10	Aaa AAA	0.69 0.68
06050BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	3,310,000.00	Various 1.20 %	3,371,727.28 3,341,658.57	101.83 0.40 %	3,370,659.06 29,155.58	1.59 % 29,000.49	Aaa AAA	1.08 1.07
160HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	5,070,000.00	Various 1.39 %	5,111,546.49 5,093,039.75	101.49 0.47 %	5,145,350.34 34,476.00	2.42 % 52,310.59	Aaa AAA	1.13 1.11
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	4,780,000.00	Various 1.27 %	4,988,582.27 4,892,322.87	103.31 0.49 %	4,938,179.76 45,741.95	2.33 % 45,856.89	Aaa AAA	1.21 1.18
36987HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	3,645,000.00	05/19/2010 1.27 %	3,723,710.13 3,697,640.53	102.36 0.74 %	3,731,109.48 21,515.63	1.75 % 33,468.95	Aaa AAA	1.73 1.69
Total FDIC Insured US Corporate		19,855,000.00	1.24 %	20,352,660.82 20,117,364.02	0.49 %	20,292,358.04 159,355.83	9.55 % 174,994.02	Aaa AAA	1.18 1.16
LAIIF									
90LAIF\$00	Local Agency Investment Fund State Pool	35,048,420.07	Various 0.44 %	35,048,420.07 35,048,420.07	1.00 0.44 %	35,048,420.07 39,816.16	16.39 % 0.00	NR NR	0.00 0.00
Total LAIF		35,048,420.07	0.44 %	35,048,420.07	0.44 %	35,048,420.07 39,816.16	16.39 % 0.00	NR NR	0.00 0.00
MONEY MARKET FUND FI									
114701	Highmark Govt Money Market Fund	1.00	05/15/2010 0.02 %	1.00 1.00	1.00 0.02 %	1.00 0.00	0.00 % 0.00	Aaa AAA	0.00 0.00
114701	Highmark Govt Money Market Fund	438,618.86	Various 0.02 %	438,618.86 438,618.86	1.00 0.02 %	438,618.86 0.00	0.20 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		438,618.86	0.02 %	438,618.86 438,619.86	0.02 %	438,619.86 0.00	0.20 % 0.00	Aaa AAA	0.00 0.00



**City of Moreno Valley
Treasurer's Cash and Investments Report**

Holdings Report
As of 3/31/11

Item No. A.12

SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
CORPORATE									
17PR60	Lehman Brothers Holdings Note 5.25% Due 2/6/2012	1,000,000.00	02/06/2007 5.34 %	996,000.00 996,000.00	25.63 0.00 %	256,250.00 0.00	0.12 % (739,750.00)	NR NR	0.85 0.00
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	3,260,000.00	Various 1.54 %	3,491,366.25 3,435,914.91	106.36 1.09 %	3,467,482.71 63,886.95	1.65 % 31,567.80	Aa2 AA	2.04 1.93
459200GR6	IBM Corp Note 2.1% Due 5/6/2013	1,725,000.00	01/27/2011 1.00 %	1,767,624.75 1,764,385.47	102.04 1.12 %	1,760,114.10 14,590.63	0.83 % (4,271.37)	Aa3 A+	2.10 2.04
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,668,276.46	99.82 1.45 %	2,660,072.42 1,832.19	1.24 % (8,204.04)	Aa3 A+	2.45 2.40
254687AW6	Walt Disney Corp Note 4.5% Due 12/15/2013	1,720,000.00	Various 1.23 %	1,873,880.60 1,869,094.26	108.37 1.34 %	1,863,912.40 22,790.00	0.88 % (5,181.86)	A2 A	2.71 2.54
166751AH0	ChevronTexaco Corp Note 3.95% Due 3/3/2014	2,323,000.00	02/22/2011 1.61 %	2,482,741.06 2,477,667.62	106.94 1.51 %	2,484,195.30 7,136.77	1.16 % 6,527.68	Aa1 AA	2.93 2.77
24422ERA9	John Deere Capital Corp Note 1.6% Due 3/3/2014	440,000.00	02/28/2011 1.63 %	439,564.40 439,575.93	100.02 1.59 %	440,075.68 547.56	0.21 % 499.75	A2 A	2.93 2.84
665859AK0	Northern Trust Company Note 4.625% Due 5/1/2014	1,850,000.00	10/20/2010 1.33 %	2,058,421.00 2,032,774.18	107.99 1.94 %	1,997,781.70 35,651.04	0.95 % (34,992.48)	A1 AA-	3.09 2.84
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,346,850.44	110.37 2.42 %	3,393,969.75 69,546.25	1.62 % 47,119.31	Aa2 AA+	3.12 2.81
7474YCF0	Morgan Stanley Note 6% Due 5/13/2014	2,370,000.00	Various 3.98 %	2,534,751.20 2,506,743.45	108.79 3.02 %	2,578,204.50 54,510.00	1.23 % 71,461.05	A2 A	3.12 2.80
428236AV5	Hewlett Packard Company Note 4.75% Due 6/2/2014	1,700,000.00	01/27/2011 1.74 %	1,865,393.00 1,856,859.21	108.74 1.90 %	1,848,510.30 26,692.36	0.88 % (8,348.91)	A2 A	3.18 2.92
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 958,405.57	111.69 1.89 %	949,370.10 16,858.33	0.45 % (9,035.47)	A2 A	3.63 3.27
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,666,882.51	104.56 2.21 %	1,704,290.52 17,590.42	0.80 % 37,408.01	A1 A+	3.70 3.43
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	2,530,000.00	Various 2.04 %	2,641,540.25 2,626,514.44	103.75 2.07 %	2,624,809.22 16,557.45	1.23 % (1,705.22)	Aa3 A-	3.80 3.55
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	2,550,000.00	Various 3.33 %	2,584,656.00 2,582,679.16	102.87 2.90 %	2,623,220.70 18,607.92	1.23 % 40,541.54	Aa3 A+	3.81 3.51
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	2,475,000.00	Various 3.65 %	2,584,316.50 2,571,117.05	106.41 2.98 %	2,633,662.35 16,981.25	1.24 % 62,545.30	Aa3 AA-	3.87 3.51
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,534,758.08	102.94 2.40 %	2,557,964.57 11,044.44	1.20 % 23,206.49	Aa2 AA+	3.87 3.61
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	2,360,000.00	Various 2.11 %	2,645,950.90 2,611,239.66	107.56 2.91 %	2,538,505.68 5,192.00	1.19 % (72,733.98)	Aa3 A+	3.96 3.60
717081DA8	Pfizer Inc. Note 5.35% Due 3/15/2015	1,550,000.00	02/18/2011 2.33 %	1,730,497.50 1,726,107.02	111.60 2.27 %	1,729,834.10 3,685.56	0.81 % 3,727.08	A1 AA	3.96 3.59
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 796,658.78	108.22 2.45 %	800,851.68 95.07	0.37 % 4,192.90	A2 A	4.00 3.67



**City of Moreno Valley
Treasurer's Cash and Investments Report**

Holdings Report
As of 3/31/11

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
US CORPORATE									
278642AB9	Ebay Inc Note 1.625% Due 10/15/2015	2,670,000.00	10/22/2010 1.66 %	2,665,327.50 2,665,726.97	95.49 2.69 %	2,549,534.94 18,439.69	1.20 % (116,192.03)	A2 A	4.55 4.30
Total US Corporate		41,968,000.00	2.28 %	44,443,863.61 44,134,231.17	2.13 %	43,462,612.72 422,235.88	20.49 % (671,618.45)	A1 AA-	3.30 3.05
US TREASURY									
912828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,775,000.00	03/12/2010 1.00 %	4,051,944.29 3,915,788.92	104.48 0.35 %	3,943,991.65 71,328.73	1.88 % 28,202.73	TSY TSY	1.08 1.05
912828HE3	US Treasury Note 4.25% Due 9/30/2012	3,775,000.00	03/12/2010 1.22 %	4,061,086.87 3,943,575.92	105.51 0.56 %	3,982,919.45 438.35	1.86 % 39,343.53	TSY TSY	1.50 1.47
912828HK9	US Treasury Note 3.375% Due 11/30/2012	3,875,000.00	03/12/2010 1.29 %	4,089,651.65 4,006,910.05	104.60 0.60 %	4,053,312.00 43,833.28	1.91 % 46,401.95	TSY TSY	1.67 1.61
912828HM5	US Treasury Note 3.625% Due 12/31/2012	3,850,000.00	03/12/2010 1.35 %	4,089,735.55 4,000,127.94	105.18 0.65 %	4,049,418.45 35,083.39	1.91 % 49,290.51	TSY TSY	1.76 1.69
912828HV5	US Treasury Note 2.5% Due 3/31/2013	4,000,000.00	03/12/2010 1.48 %	4,121,575.90 4,079,811.52	103.44 0.76 %	4,137,500.00 273.22	1.93 % 57,688.48	TSY TSY	2.00 1.96
912828NY2	US Treasury Note 0.75% Due 9/15/2013	2,100,000.00	01/28/2011 0.79 %	2,097,710.16 2,097,853.57	99.37 1.01 %	2,086,711.20 727.58	0.97 % (11,142.37)	TSY TSY	2.46 2.43
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	4,000,000.00	05/10/2010 1.65 %	4,148,281.25 4,110,305.36	104.34 1.04 %	4,173,436.00 46,187.85	1.97 % 63,130.64	TSY TSY	2.59 2.47
Total US Treasury		25,375,000.00	1.29 %	26,659,985.67 26,154,373.28	0.69 %	26,427,288.75 197,872.40	12.43 % 272,915.47	TSY TSY	1.83 1.77
TOTAL PORTFOLIO									
		207,494,473.11	1.58 %	213,584,940.69 211,995,699.26	1.09 %	212,840,454.84 1,288,859.68	100.00 % 844,755.58	Aa1 AAA	1.94 1.82
TOTAL MARKET VALUE PLUS ACCRUED				214,129,314.52					

City of Moreno Valley
March 31, 2011

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net creation/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

Item of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.



Holdings Report Glossary (continued)

Item No. A.12

P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo Community Facilities District 87-1 (IA-1)										
special tax funds	22631800	money market fund	WF Govt Fund	03/31/11	04/01/11	694,741	0.01%	0.01%	1.00000	3.075%
reserve fund	22631804	money market fund	WF Govt Fund	03/31/11	04/01/11	1,028,863	0.01%	0.01%	1.00000	4.553%
admin exp acct	22631805	money market fund	WF Govt Fund	03/31/11	04/01/11	377	0.01%	0.01%	1.00000	0.0029%
debt service acct	22631809	money market fund	WF Govt Fund	03/31/11	04/01/11	535,876	0.01%	0.01%	1.00000	2.372%
special tax funds	22631900	money market fund	WF Govt Fund	03/31/11	04/01/11	286,936	0.01%	0.01%	1.00000	1.270%
reserve fund	22631904	money market fund	WF Govt Fund	03/31/11	04/01/11	365,366	0.01%	0.01%	1.00000	1.617%
admin exp acct	22631905	money market fund	WF Govt Fund	03/31/11	04/01/11	8	0.01%	0.01%	1.00000	0.0009%
						2,912,167				
Wells Fargo CFD # 5										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	03/31/11	04/01/11	14,291	0.01%	0.01%	1.00000	0.063%
Series A Principal	22333501	money mkt fund	WF Govt Fund	03/31/11	04/01/11	300	0.01%	2.71%	1.00000	0.001%
Series B reserve	22333503	money mkt fund	WF Govt Fund	03/31/11	04/01/11	527,608	0.01%	0.01%	1.00000	2.335%
Series A interest	22333504	money mkt fund	WF Govt Fund	03/31/11	04/01/11	127	0.01%	0.01%	1.00000	0.001%
						542,326				
Wells Fargo 1997 Lease Revenue Bonds - Public Safety										
rebate account	12526104	money mkt fund	WF Govt Fund	03/31/11	04/01/11	14,483	0.01%	0.01%	1.00000	0.064%
						14,483				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Series A										
debt service fund	22631700	money mkt fund	WF Govt Fund	03/31/11	04/01/11	2	0.01%	0.01%	1.00000	0.0009%
						2				
Wells Fargo 2005 Lease Revenue Bond										
bond fund	18042800	money mkt fund	WF Govt Fund	03/31/11	04/01/11	323	0.01%	0.01%	1.00000	0.001%
reserve fund	18042804	money mkt fund	WF Govt Fund	03/31/11	04/01/11	2,992,827	0.01%	0.01%	1.00000	13.245%
construction fund	18042806	money mkt fund	WF Govt Fund	03/31/11	04/01/11	7,671,734	0.01%	0.01%	1.00000	33.952%
						10,664,884				47.198%
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility										
bond fund	22277600	money mkt fund	WF Govt Fund	03/31/11	04/01/11	1	0.01%	0.01%	1.00000	0.0009%
construction fund	22277604	money mkt fund	WF Govt Fund	03/31/11	04/01/11	6,846,803	0.01%	0.01%	1.00000	30.301%
cost of issuance	22277606	money mkt fund	WF Govt Fund	03/31/11	04/01/11	368,061	0.01%	0.01%	1.00000	1.629%
						7,214,865				
Wells Fargo Automall Refinancing										
revenue fund	20350300	revenue	WF Govt Fund	03/31/11	04/01/11	68,806	0.01%	0.01%	1.00000	0.305%
reserve fund	20350303	reserve	WF Govt Fund	03/31/11	04/01/11	1,178,334	0.01%	0.01%	1.00000	5.215%
admin expenses	20350304	admin expenses	WF Govt Fund	03/31/11	04/01/11	25	0.01%	0.01%	1.00000	0.0009%
						1,247,165				5.519%
						22,595,892				100.0000%

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 14,518,537
2	Principal & Interest Accounts 605,134
3	Debt Service Reserve Funds 7,074,976
4	Custody Accounts 0
5	Arbitrage Rebate Accounts 14,483
6	Other Accounts 382,762
	Total Fiscal Agent Funds 22,595,892

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Dec 31, 2010	Fund	Market Value as of Dec 31, 2010	Fund	Market Value as of Dec 31, 2010
Liquid Savings	\$1,069,212	Drey SmCap I	6	N B Socially Responsive Fund	9,324
Nationwide Fixed (Part Time Employee)	566,573	American Century Balanced	29	DFA US Micro Cap Port	78,368
Liquid Savings (Part Time Employees)	367,603	Am Century Growth	49,971	Federated Kaufmann Fund	524,589
Certificates of Deposit 3 years	15,816	Am Century Select	86,200	Invesco Mid Cap Core Equity	13,872
Certificates of Deposit 5 years	30,145	Am Century Ultra		Washington Mutual Inv	38,790
Bond Fund Of America	57,486	Vanguard Index 500	66,042	Nationwide InvDes Mod Cons Fund SC	10,244
Growth Fund of America	61,132	Vanguard Institutional Index	361,980	Nationwide InvDes Mod Aggr Fund	616,863
Investment Co. of America	10,082	Vanguard Wellington	14,933	Nationwide InvDes Aggr Fund	102,698
Income Fund of America	196,452	Vanguard Windsor II	46,682	Nationwide InvDes Mod Fd	384,457
Brown Cap Mgmt Inc SM Co	80,601	Vanguard Total Bond Index	138,978	Nationwide Inv Des Cons	83,335
Fidelity Independence	1,666	Futnam Voyager		Nationwide Large Cap Growth	43,796
Fidelity Equity Income	26,325	Templeton Foreign I		Nationwide Inter Val Inst Svc	25,786
Fidelity Magellan	247,346	EuroPacific Growth	295,754	Nationwide US Sm Cap Val Ins Svc	629
JP Morgan Mid Cap Value A	140,399	Stable Fund C	1,714,549	Nationwide Dest 2030 Inst Svc	295
Fidelity Puritan	75,385	PBHG Growth Fund		YL Account	171,629
Fidelity Contrafund	260,126	DWS High Income Fund A	56,151	Nationwide Dest 2025 Inst Svc	51,330
Janus Fund	45,519	DWS Strategic Value	14,625	Nationwide Dest 2020 Inst Svc	70,640
Janus Advisor Forty	76,471	Oppenheimer Global Fund A	138,787	Total Nationwide Deferred	\$8,539,671

ICMA

Fund	Market Value as of Dec 31, 2010	Fund	Market Value as of Dec 31, 2010
Aggressive Oppor. International	\$151,194	VT Royce Premier	1,846
All Equity Growth	160,838	VT Ranier Small/Mid Cap Eq	30,560
Growth and Income	94,718	VT Fidelity Contrafund	157,177
Broad Market	190,067	VT Vanguard Overseas Equity Index Fund	62,686
500 Stock Index	52,041	VT Fidelity Diversified International	56,277
Equity Income	67,324	VT Allianz NEJ Div Value	42,726
Asset Allocation	269,731	VT Legg Mason Value	1,734
Core Bond	15,334	VT Fidelity Puritan	4,359
Cash Management	29,640	VT Royce Value Plus Service	7,310
Plus Fund	1,226,703	VT TR Price Growth Stock Adv	14,894
Savings Oriented	6,287	VT First Amer. Real Estate Secs	36,146
Conservative Growth	83,578	VT TR Price Small Cap Value	123,662
Traditional Growth	254,469	VT Vanguardpoint MS Ret Inc	38,378
Long-Term Growth	297,150	Inflation Protected Securities Growth Fund	53,368
Milestone 2010	37,298	VT Vanguardpoint Mid/Sm Index	2,814
Milestone 2015	1,298	VT PIMCO Total Return	65,372
Milestone 2025	13,263	VT PIMCO High Yield	126,658
Milestone 2030	11,066	VT Harbor International Admi	10,400
Milestone 2035	10,138		
Milestone 2040	1,074	Total ICMA	\$4,019,816

Summary by Plan

Deferred Compensation Plan	Market Value as of Dec 31, 2010
Total Nationwide	\$8,539,671
Total ICMA	4,019,816
Total Deferred Compensation Plans	\$12,559,487

Summary by Investment Type

Investment Type	Market Value as of Dec 31, 2010
Savings Deposits and CD's	\$2,003,388
Mutual Funds	10,556,099
Total Deferred Compensation Plans	\$12,559,487

BOND MARKET REVIEW

A MONTHLY REVIEW OF
FIXED INCOME MARKETS



WHAT'S INSIDE

- Market Summary1
- Yield Curve
- Current Yields

- Economic Round-Up.....2
- Credit Spreads
- Economic Indicators

- Introduction to Chandler's Newest
Team Member.....3

- An Update on Recent International
Events.....3

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

MARKET SUMMARY

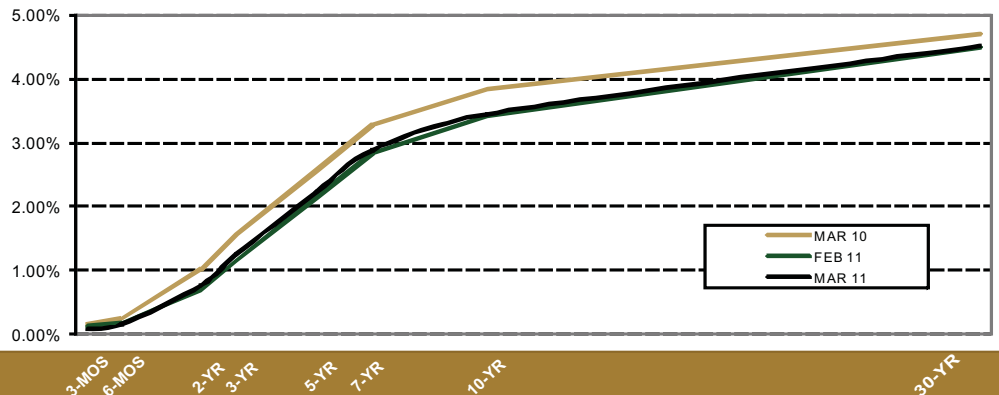
Treasury yields were modestly higher in March as market participants debated the impact of unrest in North Africa and the Middle East, higher oil prices, the Japanese disaster, and an eventual end to ultra-easy monetary policy.

Economic growth remains moderate, and employment has slowly begun to improve. The unemployment rate declined to 8.8% in March, and the economy added 216,000 new jobs. Measures of manufacturing activity have also been relatively robust. On the negative side of the ledger, the housing market remains stagnant, and inflation readings have begun to tick higher. The impact of higher oil prices and various geopolitical events on the US economy remains to be determined.

The Federal Reserve maintains its exceptionally easy monetary policy, and continues to purchase longer-dated Treasury securities in an effort to promote economic growth. The next Fed meeting is April 27, and market participants will be watching closely for signs of what the Fed will do following the completion of its asset purchase program (QE2) in June.

The Fed has also announced that they will begin holding press conferences four times each year immediately following the FOMC meeting. These press conferences are intended to provide greater clarity into the FOMC's assessment of economic conditions and are similar to those already held by many central banks around the world. The first press conference will follow the April 27 meeting.

TREASURY YIELDS MODESTLY HIGHER IN MARCH



Treasury yields ended the month slightly higher. The yield curve flattened slightly but remains steep.

YIELDS	3/31/11	2/28/11	CHANGE
3 Month	0.09	0.14	(0.05)
2 Year	0.78	0.69	0.09
3 Year	1.26	1.16	0.10
5 Year	2.22	2.14	0.08
7 Year	2.89	2.83	0.06
10 Year	3.45	3.41	0.04

ECONOMIC ROUNDUP

Consumer Prices

In February, the CPI showed that consumer prices increased 2.1% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 1.1% rate. Although some producer prices have begun to increase, prices on consumer goods are not expected to increase sharply in the months ahead. The Federal Reserve has noted that it is monitoring commodity price increases, but does not believe that they will flow through to higher consumer prices.

Retail Sales

In February, Retail Sales rose 8.9% on a year-over-year basis. Consumer spending has rebounded from the depths of the recession, and recent activity has been promising; however, activity is still far short of the heights of the previous economic expansion.

Credit Spreads Mixed

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.12	0.12	0.00
2-year AA corporate note	0.33	0.31	0.02
5-year AA corporate note	0.54	0.52	0.02
5-year Agency note	0.34	0.32	0.02

Source: Bloomberg

Data as of 3/31/2011

Labor Markets

The March employment report showed that the economy added 216,000 jobs, which was higher than expected. Meanwhile, the unemployment rate dropped to 8.8%. The only negative aspect of the report was that changes in average hourly earnings were slightly weaker than anticipated. Overall, this was a good employment report, which demonstrates that the labor market is slowly improving.

Housing Starts

Single-family housing declined 11.8% in February to 375,000, the lowest level since March 2009. Permits for new housing starts also declined. This report indicates that the housing market remains relatively weak.

Mixed Economic Data

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(46.3) \$Bln JAN 11	(40.2) \$Bln DEC 10	(34.6) \$Bln JAN 10
GDP	3.1% DEC 10	2.6% SEP 10	5.0% DEC 09
Unemployment Rate	8.8% MAR 11	8.9% FEB 11	9.7% MAR 10
Prime Rate	3.25% MAR 11	3.25% FEB 11	3.25% MAR 10
CRB Index	359.43 MAR 11	352.58 FEB 11	273.34 MAR 10
Oil (West Texas Int.)	\$106.72 MAR 11	\$96.97 FEB 11	\$83.76 MAR 10
Consumer Price Index (y/o/y)	2.1% FEB 11	1.6% JAN 11	2.1% FEB 10
Producer Price Index (y/o/y)	5.6% FEB 11	3.6% JAN 11	4.2% FEB 10
Dollar / EURO	1.42 MAR 11	1.38 FEB 11	1.35 MAR 10

Source: Bloomberg

© 2011 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Page 2

An Update on Recent International Events

Although the first quarter has just ended, 2011 has already seen a number of important developments across the international landscape. The recent Japanese earthquake, regime change in several Arab countries, continued sovereign debt concerns in Europe, and UN military action in Libya, have dominated recent headlines. Here is a look at recent developments, and attempt to analyze their impact on the economy and financial markets.

Japan

The recent earthquake, tsunami, and nuclear crisis in Japan is an incredible tragedy, and our thoughts and prayers go out to the victims and survivors. Rebuilding the affected areas will take many years. From a purely economic perspective though, the impact in the United States and around the globe is likely to be muted, as long as the nuclear situation does not meaningfully deteriorate. While the Japanese economy is likely to contract in the short term, natural disasters generally do not cause prolonged recessions; Japan's economy is likely to spring back relatively quickly. Furthermore, Japan has been a relatively small contributor to global growth in recent years, and even if the country falls into a mild recession, events elsewhere are likely to play a larger role in determining US and global economic growth.

From a financial market perspective, Japan is the second largest foreign holder of US Treasury securities, which has prompted some concern that they might sell these in order to use the funds to rebuild the country. Such fears are likely unfounded; following the 1995 Kobe earthquake in Japan, large scale sales of US assets did not occur, and given the strength of the Yen, Japanese institutions are likely to view the sale of US dollar assets as a relatively unattractive option (this is because after selling the US \$ assets, the Japanese would have to convert the proceeds back into Yen, which is unappealing given recent Yen strength.) Even if the Japanese do ultimately liquidate some of their holdings of US Treasuries, that market is large enough, and liquid enough, to withstand this without too much of an effect.

Europe

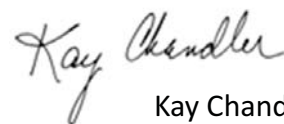
The European sovereign debt concerns that began in the spring of 2010 remain a concern for the marketplace. Very high budget deficits and unmanageable debt levels have created a dangerous situation for

New Portfolio Manager Joins Chandler

I am very pleased to announce that William Dennehy II has recently joined Chandler Asset Management as Vice President and Portfolio Manager. Bill brings nearly 20 years of finance industry experience to our firm, including most recently, over ten years as a portfolio manager and quantitative analyst at Northern Trust in Chicago. At Northern, he managed investment grade fixed income portfolios, including trade execution, and he maintained frequent contact with that firm's clients. He also served as a voting member of the Committee that established Northern's long-term credit outlook. Bill received his B.S. in business administration, with a concentration in finance, from California State University at Chico. He holds a Series 3 Securities License, has earned the designation of Chartered Financial Analyst, and is a member of the CFA Institute.

Mr Dennehy's duties at Chandler will include investing our clients' portfolios as a member of the portfolio management team, as well as quantitative and qualitative research and client contact. I hope that many of you will have a chance to meet Bill within the upcoming weeks.

If you would like to know more about Bill, or if you have any questions or comments, please feel free to call me directly.



Kay Chandler
President

Recent International Events (continued)

some European countries, particularly Greece, Ireland, and Portugal. Furthermore, political disagreement among European nations has given financial market participants doubt as to the ability of the European Union to deal with the problems in an effective manner. On the positive side, Greece, Ireland, and Portugal are all relatively small countries, and are unlikely to have a large impact on the global economy. Italy and Spain, both much larger countries, have also been a source of concern. However, market participants have recently begun to differentiate these two countries from the other three. If either Italy or Spain truly experiences a debt crisis, the impact on the US and global economy could be significant.

From a financial market perspective, the most likely effect of the European situation is that each time concerns flare up it is likely that US Treasury prices will rally in a “flight to quality.” As such, the situation in Europe might help to contribute to an environment in which US interest rates stay low for a long period of time.

The Middle East & North Africa (MENA)

Recent popular uprisings in the Middle East and North Africa (MENA) region have prompted a sharp rise in the price of oil. These events continue to unfold, and depending on their ultimate resolution, are likely to have a more significant impact on the economy and financial markets than events in either Japan or Europe.

Despite their important geopolitical implications, events to date should have a relatively muted impact on global economic growth, as long as the turmoil does not spread to Saudi Arabia, Iran, or other large oil producing countries. If this were to occur, all bets are off, and the likely resulting oil price spike could very well tip the US (and the

world) back into recession. If this were to occur, Treasuries would likely rally, with yields falling, and stocks and other risky assets would likely decline.

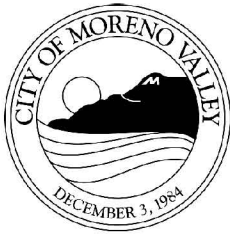
Further turmoil in MENA is not a base-case scenario, but the possibility exists and should remain on every investor's radar.

Events to date should have a relatively muted impact on global economic growth, as long as the turmoil does not spread to Saudi Arabia, Iran, or other large oil producing countries.

Conclusion

In an increasingly interconnected world, global events can have a profound impact on the US economy and financial markets. While the US economy appears to have gained some momentum, the recovery remains fragile and international events still have the power to derail the recovery. Investors would do well to monitor events closely, paying particular attention to the unrest in the Arab world and the price of oil.

Brian Perry, CFA
Portfolio Manager & Investment Strategist



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

Report to City Council

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: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: ADOPTION OF RESOLUTIONS AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that:

1. The City Council, acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley (RDA) adopt Resolution No. RDA 2011-06 authorizing the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.
2. The City Council adopt Resolution No. 2011-41 authorizing accepting the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.

BACKGROUND

The City of Moreno Valley is taking action to refund the 1997 Variable Rate Certificates of Participation. The City requires additional City owned assets to secure the private placement loan proposed with Banc of America Public Capital Corp. Staff is proposing to transfer title to the Moreno Valley Senior Center located at 25075 Fir Avenue in the City of Moreno Valley from the Redevelopment Agency (Agency) to the City.

DISCUSSION

On March 8, 2011, the City Council and the Community Redevelopment Agency of the City of Moreno Valley (RDA) took action to affirm the outstanding debt owed by the RDA to the City in the form of a Cooperative Agreement. The total outstanding debt owed by the RDA to the City as of March 8, 2011 is \$57,283,676. Staff is proposing to transfer the ownership of the Moreno Valley Senior Center from the RDA to the City in exchange for the reduction of debt in the amount of the most recent appraised value of the Senior Center, or \$2,686,600. This will reduce the outstanding debt owed to the City by the RDA to a reduced amount of \$54,597,076. Staff will return to City Council with an updated debt service schedule within 6 months.

ALTERNATIVES

1. Adopt the proposed resolution approving the transfer of the Senior Center property from the RDA to the City, allowing the refinancing of the 1997 Variable Rate Certificates of Participation.
2. Do not adopt the proposed resolution and direct staff to not proceed with the current plans as recommended by the Finance Subcommittee to refinance the 1997 Variable Rate Certificates of Participation with a fixed rate private placement loan with Banc of America Public Capital Corp.

FISCAL IMPACT

The proposed action will reduce the debt and debt service owed by the RDA to the City. The debt principle will reduce from \$57,283,676 to \$54,597,076. This reduction is based on the transfer of ownership of the Senior Center from the RDA to the City in exchange for reducing the debt owed by the appraised value of \$2,686,600.

CITY COUNCIL GOALS

Revenue diversification and preservation; and positive environment.

SUMMARY

The Finance Subcommittee is recommending proceeding with the refunding of the 1997 Variable Rate Certificates of Participation with a fixed rate private placement loan with Banc of America Public Capital Corp at a fixed rate of 2.92%. The City requires sufficient assets to pledge as security against the proposed fixed rate private placement loan with Banc of America Public Capital Corp. The proposed action transfers the City's Senior Center from the RDA to the City for the sum of \$2,686,600. The outstanding debt owed by the RDA to the City is reduced by this amount. Staff will update the outstanding debt worksheet and schedule of payments reflecting this transfer as part of the FY 2010-11 year end procedures.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Resolution No. RDA 2011-06 of the Community Redevelopment Agency of the City of Moreno Valley authorizing the transfer of certain real property to the City of Moreno Valley

Attachment 1 – Grant Deed

Exhibit B – Resolution No. 2011-41 of the City of Moreno Valley authorizing the execution of a substitution of trustee and full reconveyance relating to a deed of trust executed by the Community Redevelopment Agency of the City of Moreno Valley, as Trustor, for the benefit of the City, as beneficiary, and approving the transfer of real property conveyed by the Agency to the City

Attachment 1 – Grant Deed

Attachment 2 - Substitution of Trustee and Full Reconveyance

.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Concurred By:
Richard Teichert
Financial & Administrative Services Director

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

This page intentionally left blank.

RESOLUTION NO. RDA 2011-06

RESOLUTION AUTHORIZING THE TRANSFER OF
CERTAIN REAL PROPERTY TO THE CITY OF MORENO
VALLEY

RESOLVED, by the Community Redevelopment Agency of the City of Moreno Valley (the "Agency"), as follows:

WHEREAS, the City of Moreno Valley (the "City"), working together with Moreno Valley Public Facilities Financing Corporation (the "Corporation"), has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, in connection with such refinancing, the City proposes to enter into a lease/leaseback transaction with the Corporation;

WHEREAS, the property to be the subject of such lease/leaseback transaction includes the City's Senior Center located at 25075 Fir Avenue in the City (the "Senior Center");

WHEREAS, title to the Senior Center is currently held by the Agency and the Senior Center property is currently encumbered by a deed of trust (the "Deed of Trust") executed by the Agency, as trustor, for the benefit of the City, as beneficiary;

WHEREAS, for the Senior Center to be included as a portion of the property to be included in the lease/leaseback transaction, title to such property must be held by the City and such property must be unencumbered; and

Exhibit A

Resolution No. RDA 2011-_____
Adopted May 24, 2011

WHEREAS, to facilitate the lease/leaseback transaction, the City agrees to reconvey the Deed of Trust and the Agency agrees to transfer title to the Senior Center property to the City;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Agency hereby authorizes the transfer of title to the Senior Center property to the City at an amount equal to \$2,686,600.

Section 2. The Chair, the Executive Director, the Treasurer, the Secretary and all other appropriate officials of the Agency are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution.

Section 3. This Resolution shall take effect upon its adoption by the Agency.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVED AND ADOPTED this 24th day of May, 2011.

By _____
Mayor

ATTEST:

Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

Resolution No. RDA 2011-_____
Adopted May 24, 2011

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION in the amount of \$ \$2,686,600, receipt of which is hereby acknowledged, the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a body corporate and politic of the State of California

hereby GRANTS to the

CITY OF MORENO VALLEY, a municipal corporation

the following described real property in the County of Riverside, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Dated _____

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY

By _____
Executive Director

Attachment 1

NOTARY PAGE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2011, from the Community Redevelopment Agency of the City of Moreno Valley, a body corporate and politic, to the City of Moreno Valley, a municipal corporation (the "City"), is hereby accepted by the undersigned officer on behalf of the City of Moreno Valley, pursuant to authority conferred by resolution of the City of Moreno Valley, adopted on May 24, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF MORENO VALLEY

By _____
City Manager

This page intentionally left blank.

RESOLUTION NO. 2011-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE RELATING TO A DEED OF TRUST EXECUTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AS TRUSTOR, FOR THE BENEFIT OF THE CITY, AS BENEFICIARY, AND APPROVING THE TRANSFER OF REAL PROPERTY CONVEYED BY THE AGENCY TO THE CITY

WHEREAS, the City, working together with Moreno Valley Public Facilities Financing Corporation (the "Corporation"), has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, in connection with such refinancing, the City proposes to enter into a lease/leaseback transaction with the Corporation;

WHEREAS, the property to be the subject of such lease/leaseback transaction includes the City's Senior Center located at 25075 Fir Avenue in the City (the "Senior Center");

WHEREAS, title to the Senior Center is currently held by the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and the Senior Center property is currently encumbered by a deed of trust (the "Deed of Trust") executed by the Agency, as trustor, for the benefit of the City, as beneficiary;

Exhibit B

Resolution No. 2011-____
Date Adopted:

WHEREAS, for the Senior Center to be included as a portion of the property to be included in the lease/leaseback transaction, title to such property must be held by the City and such property must be unencumbered; and

WHEREAS, to facilitate the lease/leaseback transaction, the City wishes to reconvey the Deed of Trust, the Agency wishes to transfer title to the Senior Center property to the City and the City wishes to accept such transfer;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The City Council hereby authorizes the reconveyance of the Deed of Trust and agrees to accept the transfer of title to the Senior Center property from the Agency.

Section 2. The Mayor, the City Manager, the Finance & Administrative Services Director, the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution.

Section 3. This Resolution shall take effect upon its adoption by this City Council.

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

Exhibit B

Resolution No. 2011-_____
Date Adopted:

City Attorney

Exhibit B

Resolution No. 2011-____
Date Adopted:

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)

Exhibit B

Resolution No. 2011-_____
Date Adopted:

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION in the amount of \$ \$2,686,600, receipt of which is hereby acknowledged, the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a body corporate and politic of the State of California

hereby GRANTS to the

CITY OF MORENO VALLEY, a municipal corporation

the following described real property in the County of Riverside, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Dated _____

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY

By _____
Executive Director

Attachment 1

NOTARY PAGE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2011, from the Community Redevelopment Agency of the City of Moreno Valley, a body corporate and politic, to the City of Moreno Valley, a municipal corporation (the "City"), is hereby accepted by the undersigned officer on behalf of the City of Moreno Valley, pursuant to authority conferred by resolution of the City of Moreno Valley, adopted on May 24, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF MORENO VALLEY

By _____
City Manager

This page intentionally left blank.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Brian D. Quint, Esq.
Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, the MORENO VALLEY REDEVELOPMENT AGENCY, a public body corporate and politic, was the original Trustor, Stewart Title of California was the original Trustee, and the City of Moreno Valley was the original Beneficiary under that certain Deed of Trust with Assignment of Rents, dated as of March 8, 2011, recorded on March 16, 2011, as Instrument No. 2011-0118474 Official Records of Riverside County, State of California, and

WHEREAS, the undersigned Beneficiary is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder, the manner in said Deed of Trust provided,

NOW THEREFORE, the undersigned hereby substitutes the CITY OF MORENO VALLEY under said Deed of Trust. Further, said substituted Trustee, having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Substituted Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder.

This SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.

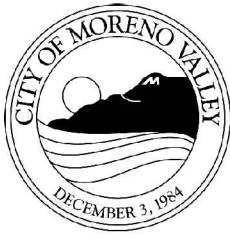
Dated: _____, 2011

BENEFICIARY and SUBSTITUTED TRUSTEE:

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF MORENO VALLEY AUTHORIZING CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY'S VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT)

RECOMMENDED ACTION

The Finance Sub-committee of the City Council recommends:

1. The City Council adopt Resolution 2011-42 authorizing the execution of certain lease financing documents in connection with the refunding of the City's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to; and
2. The City Council authorize the City Manager to approve an agreement for financial advisor services, in an amount not to exceed \$28,500, with Fieldman Rolapp & Associates to serve as financial advisor for the recommended private placement debt issue; and
3. The City Council authorize the City Manager to approve an agreement for bond counsel services, in an amount not to exceed \$30,000 with Quint & Thimmig LLP to serve as Bond Counsel to complete the refunding through a private placement process.

BACKGROUND

The City, through the Moreno Valley Public Facilities Financing Corporation, issued \$10,955,000 in 1997 Variable Rate Certificates of Participation to fund the refinancing of the 1995 Lease Agreement to purchase the City Hall facility. The City pledged to make

lease payments to the Moreno Valley Public Facilities Financing Corporation in the amount of about \$805,000 annually through November, 2016, to repay this debt. The lease repayments are allocated to each of the departments that occupy the City Hall building and paid through the Facilities Internal Service Fund. The remaining outstanding debt, which runs through November 2016, is \$4,260,000 with semi-annual interest payment which is based on a variable interest rate which resets weekly.

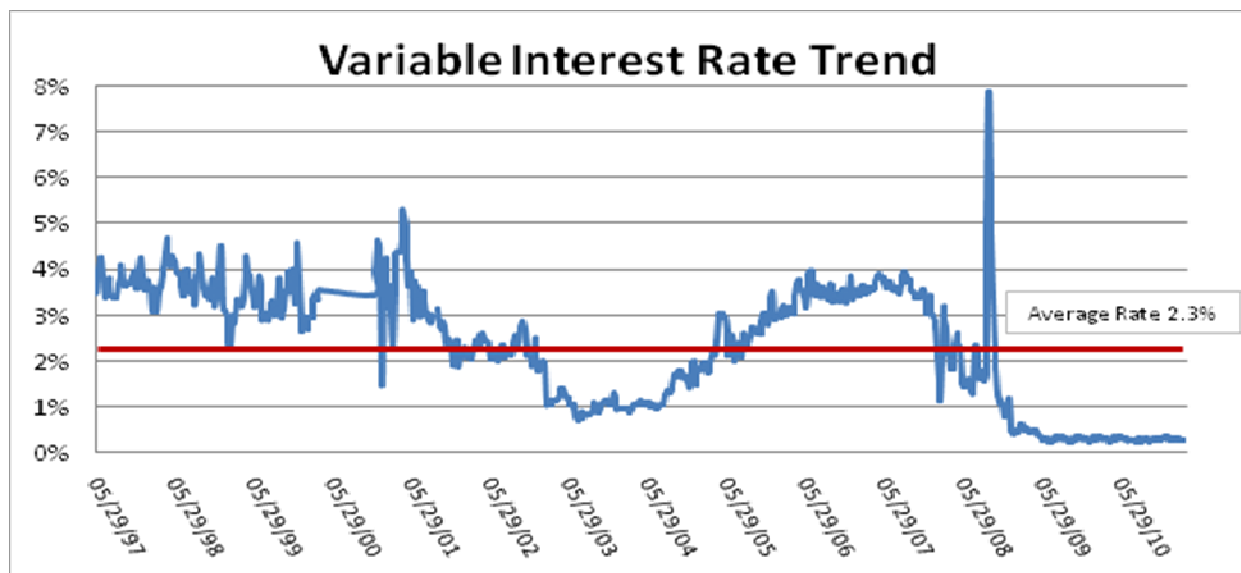
In August 2011, the current letter of credit agreement between Union Bank, N.A. and the City which underlies this bond issue expires. In variable rate debt instruments, the letter of credit is the basis of the instrument in that it provides the liquidity to backstop the weekly remarketing of the bond coupons.

Staff has discussed the opportunity to take advantage of favorable levels in interest rates and to lock in a relatively low fixed rate ahead of an anticipated upward movement in interest rates. This refinancing would result in payments which are slightly higher than those being made currently but will lock in a rate which staff anticipates will translate to costs which will be substantially lower than what the variable rate market will experience in coming years.

DISCUSSION

Variable rate debt relies on a fixed principal payment coupled with interest payments that fluctuate with the market just as the adjustable rate home mortgage. Interest rates are linked to an index such as the London Interbank Offered Rate (LIBOR) and as that index moves so does the interest rate paid on the bond. These adjustments are made to the interest rate periodically, in this case weekly, in what is called a “reset”. Investors have the option during these resets to continue to hold the bonds or to “put” the security back to the issuer. A remarketing agent must then find a new buyer or if none can be found call on the liquidity provider, also known as the letter of credit provider, to purchase the securities. The letter of credit provided typically charges a fee to standby in the case no purchasers can be found. In August 2011 the current letter of credit agreement between the City and Union Bank is set to expire. Since the letter of credit is one of the key components of a variable rate debt instrument, the City’s ability to access a letter of credit at a fair price becomes an important consideration.

During the fifteen year period since May 1997, when this bond was issued, overall interest rates moved in a manner that was very beneficial for the City. As seen in the following table, rates remained fairly constant for the first three years followed by a drop in rates which resulted from the market turmoil after the terrorist attacks on September 11, 2001. In early 2004, as the market stabilized, rates fairly quickly returned to a more normal level where they remained relatively constant for a couple of years. Then in mid 2007, at the beginning of the recession, rates plummeted to historic lows where they have remained with the exception of a spike in late 2008 due to the failure of a couple of large investment banks and fears that other banks may not have been able to generate liquidity to meet funding requirements.



With interest rates hitting historical low levels twice over fifteen years, the City has been able to take advantage of extremely low interest costs related to the 1997 Variable Rate Demand Certificates of Participation. During that period the interest rate applicable to this bond averaged 2.3%. However, with six years remaining on these bonds and because the markets reflect rates which are well below what would be considered normal levels, it is anticipated that rates will increase to levels which are considered to reflect more normal market levels before these bonds mature. To identify the options that are available to the City and determine the most prudent action related to these bonds, the City issued a request for proposal to seven banks. Three of the banks contacted have branches within the City limits, Bank of America-Merrill Lynch, California Bank & Trust and Wells Fargo. Of these seven banks, three responded with both fixed and variable rate options. Attachment 1 summarizes the responses.

The key difference between the alternatives is choosing whether to lock in costs using a fixed rate structure which would lock in the interest rate and simplify budgeting and cash flow management, or continuing to utilize variable rate debt structures which would continue to take advantage of record low interest rates in the short term but would expose the City to market risk or interest rate risk which is the risk that interest rates will move higher in the future exposing the City to increasing interest costs.

Based on the data provided in response to the RFP and additional data that was identified following the responses, staff worked with Mr. James Fabian and Mr. Paul Pender of Fieldman, Rolapp and Associates and determined that a private placement with a fixed interest rate was the most appropriate option to pursue. The advantage of using a private placement is that it can be completed quickly without much of the formalities required of a public offering. The private placement process reduces the issuance expense and maximizes savings to the City. It can also be completed quickly, ensuring the City can complete the refunding and take advantage of unprecedented low

interest rates in the current market. This structure was determined to be the most beneficial for the following reasons:

- The significant increase in the renewed letter of credit fee. Currently 110 bps proposed to increase to 160 bps.
- The term for the renewed Letter of Credit would only be three years.
- California State Teachers Retirement System, who is the Letter of Credit partner with Union Bank on this financing, announced that they will not be participating in variable rate debt structures beyond 2014.
- Fixed rate securities are pricing at historically low levels.
- Interest rates are expected to rise back to more normal levels before this bond matures in six years. Fixed rate securities would address the market risk or interest rate risk associated with a climbing rate market.

Based on the results of the RFP process, Banc America Public Capital Corp provided the most competitive bid for a fixed rate private placement loan at a rate of 2.92% through 2016, creating potentially significant savings. The estimated debt issuance cost through the private placement process is expected to be about \$100,000. While the savings compared to the current year are minimal, staff anticipates that the savings impact will be realized in years 3 through 6 of the private placement as interest rates rise to more normal market ranges, which would be significantly higher than those experienced today.

ALTERNATIVES

The following alternatives are available to City. The Finance Sub-committee of the City Council recommends Alternative 1.

1. Let the current Letter of Credit agreement expire and defease the current bond with a fixed rate private placement issue with Banc of America Public Capital Corp, of approximately \$4,343,500 and authorize the City Manager to sign the related loan documents.
2. Let the current Letter of Credit agreement expire and defease the current bond with a variable rate private placement issue of approximately \$4,343,500 and authorize the City Manager to sign the related loan documents.
3. Renew the current Letter of Credit at current pricing levels and continue with the variable rate structure with Union Bank through 2014.

FISCAL IMPACT

The savings that will be realized in the current year are minimal. It is anticipated that the savings impact will be realized in years 3 through 6 of the private placement as interest

rates experienced by the variable rate market rise to more normal market ranges which would be significantly higher than those available today in the fixed rate market.

SUMMARY

The City has an opportunity to lock in a low and stable interest cost and the potential to create future savings in General Fund debt service through a refunding of the 1997 Demand Variable Rate Certificates of Participation that funded the refinancing of the 1995 Lease Agreement for the purchase of the City Hall.

Staff has worked with Financial Advisors Fieldman and Rolapp to conduct a competitive RFP for both fixed rate and Letter of Credit options. During their meeting on April 13, 2011 the Finance Sub-committee of the City Council considered the proposed refunding and made the recommendation to move this item forward for consideration by the full Council. The sub-committee has made a recommendation that the City Council approve Alternative No. 1 to proceed with the private placement loan with Banc of America Public Capital Corp. which has the potential to reduce the expense structure over the long term and is consistent with the objective of reducing the structural General Fund budget deficit. Options 2 and 3 do not address the risk of higher interest rates in the future. The refunding would tentatively close on June 1, 2011. Moving quickly improves the likelihood of completing this transaction within today’s very favorable interest rate conditions and before the current Letter of Credit agreement expires.

ATTACHMENTS

Exhibit A – Resolution 2011-42 of the City of Moreno Valley authorizing the execution of certain lease financing documents in connection with the refunding of the City’s Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to

- Attachment 1 – Site and Facility Lease
- Attachment 2 – Lease Agreement
- Attachment 3 - Letter Agreement for Purchase
- Attachment 4 - Termination Agreement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

This page intentionally left blank.

RESOLUTION NO. 2011-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY'S VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT), AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the City Council (the "City Council") of the City of Moreno Valley (the "City"), as follows:

WHEREAS, the City, working together with Moreno Valley Public Facilities Financing Corporation (the "Corporation"), has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, it is in the public interest and for the public benefit that the City authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the City and the members of the City Council, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The City Council hereby approves the refinancing of the 1997 Certificates.

Exhibit A

Resolution No. 2011-_____
Date Adopted:

Section 2. The below-enumerated documents be and are hereby approved, and the Mayor, the City Manager or the Finance & Administrative Services Director, or the designee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, the execution thereof to be conclusive evidence of such approval, and the City Clerk is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the City, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain existing real property and the improvements thereon (the "Property") to the Corporation;

(b) a lease agreement, by and between the Corporation, as lessor, and the City, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the City, so long as the total principal amount of the Lease Agreement does not exceed \$4,340,000, so long as the maximum average interest rate does not exceed 3%, and so long as the term of the Lease Agreement does not extend beyond November 1, 2016;

(c) a letter agreement for purchase between Banc of America Public Capital Corp and the City, whereby Banc of America Public Capital Corp agrees to acquire the rights of the Corporation to the lease payments to be made by the City under the Lease Agreement and the rights of the Corporation under the Site and Facility Lease; and

(d) a termination agreement, by and among the City, Wells Fargo Bank, National Association, as successor trustee for the 1997 Certificates (the "1997 Trustee") and the Corporation, whereby the City, the Corporation and the 1997 Trustee agree to terminate the documents relating to the 1997 Certificates.

Section 3. The Mayor, the City Manager, the Finance & Administrative Services Director, the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution and the financing herein authorized.

Section 4. This Resolution shall take effect upon its adoption by this City Council.

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

APPROVED AND ADOPTED this 24th day of May, 2011.

Exhibit A

Resolution No. 2011-_____
Date Adopted:

CITY OF MORENO VALLEY

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Resolution No. 2011-_____
Date Adopted:

This page intentionally left blank.

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of June 1, 2011

by and between the

CITY OF MORENO VALLEY, as Lessor

and the

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, as Lessee

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of June 1, 2011, is by and between the CITY OF MORENO VALLEY, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease those certain parcels of real property situated in the City of Moreno Valley, Riverside County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to refinance the acquisition, construction, installation, modernization and equipping of improvements to various City facilities and, in particular, to provide for the refunding of the Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation;

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated of June 1, 2011, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the City, to Banc of America Public Capital Corp (the "Assignee") pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in the City of Moreno Valley, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Riverside, State of California, and shall end on November 1, 2016, unless such term is extended or sooner terminated as hereinafter provided. If, on November 1, 2016, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have

been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than November 1, 2026. If, prior to November 1, 2016, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of \$4,343,500. The City and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Site and the Facility. The City covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the City and the Assignee. If the City is in default under the Lease Agreement, the Assignee (including its successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement, the Corporation may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the City hereby releases each and every Boardmember, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments and any then unpaid interest component of the Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments plus the interest component of Lease Payments accrued to the date of payment of all Lease Payments under the Lease Agreement.

Section 15. Use of the Proceeds. The City and the Corporation hereby agree that the lease to the Corporation of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 23. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

Attest:

Name _____
City Clerk

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Name _____
Title _____

Attest:

Name _____
Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

Senior Center Site (APN 479-070-044)

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Corporation Yard Site (APN 486-170-018, 19, 20, 21, 22, 23 & 24)

Parcels 1, 2 and 3 of Parcel Map No. 15686, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 93, Page(s) 31 and 32, of Parcel Maps, Records of Riverside County, California.

EXHIBIT B

DESCRIPTION OF THE FACILITY

Senior Center. Located at 25075 Fir Avenue in the City, the Senior Center is a 14,700 square foot facility completed in 1992. The facility houses the City's senior programs and acts as the hub for City's senior population. The facility is comprised of a state-of-the-art warming kitchen where meals are served every weekday. The spacious main room is suitable for meetings, conferences and includes a lighted stage and complete sound system. The center also has a fitness room, library/computer room with internet access, billiards room, handicapped-accessible restrooms and a warm inviting foyer. An outdoor patio is also included which is suitable for gatherings and public meetings.

Corporate Yard. Located at 15670 Perris Boulevard in the City the Corporate Yard is the center of activity for the City's street and infrastructure maintenance programs. The property totals 18 acres with the primary building, constructed in 1970 and made of concrete block and metal siding, totaling 57,876 square feet. This yard houses staff who perform the functions of Purchasing/Stores, Street Maintenance, Fleet Maintenance and Parks Maintenance. This property is also used for the storage of city vehicles, various road materials and replacement parts for city equipment such as traffic signals, electric utility equipment etc. Future plans for this property include the construction of a \$ 49 million state-of-the-art corporate yard with Phase I of the improvements scheduled to begin construction by the summer or early fall of 2011.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of June 1, 2011

by and between the

**MORENO VALLEY PUBLIC FACILITIES FINANCING
CORPORATION, as Sublessor**

and the

CITY OF MORENO VALLEY, CALIFORNIA, as Sublessee

Attachment 2

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions.....2
Section 1.2. Interpretation.....4

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City.....5
Section 2.2. Covenants, Representations and Warranties of the Corporation.....6

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds.....8
Section 3.2. Termination of 1997 Lease Agreement.....8

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Corporation Back to City.....9
Section 4.2. Term9
Section 4.3. Lease Payments.....9
Section 4.4. Quiet Enjoyment.....10
Section 4.5. Title 11
Section 4.6. Release of Excess Property.....11
Section 4.7. Substitution of Property12

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments13
Section 5.2. Modification of Property13
Section 5.3. Public Liability Insurance.....13
Section 5.4. Casualty Insurance14
Section 5.5. Rental Interruption Insurance14
Section 5.6. Worker’s Compensation Insurance14
Section 5.7. Recordation Hereof; Title Insurance14
Section 5.8. Insurance Net Proceeds; Form of Policies.....15
Section 5.9. Installation of City’s Personal Property15
Section 5.10. Liens.....15
Section 5.11. Advances.....15
Section 5.12. Environmental Covenants.....16
Section 5.13. City Consents to Assignment Agreements.....16

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain17
Section 6.2. Application of Net Proceeds.....17
Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction18

ARTICLE VII
OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties.....	20
Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry	20
Section 7.3. Release and Indemnification Covenants	20
Section 7.4. Assignment Agreement by the Corporation	21
Section 7.5. Assignment Agreement and Subleasing by the City	21
Section 7.6. Amendment of Lease Agreement.....	21
Section 7.7. Tax Covenants.....	22
Section 7.8. Financial Statements; Budgets.....	22

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.....	23
Section 8.2. Remedies on Default.....	23
Section 8.3. No Remedy Exclusive.....	25
Section 8.4. Agreement to Pay Attorneys' Fees and Expenses.....	25
Section 8.5. No Additional Waiver Implied by One Waiver.....	25
Section 8.6. Assignee to Exercise Rights.....	25

ARTICLE IX
PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit.....	26
Section 9.2. Optional Prepayment.....	26
Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.....	26

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices.....	28
Section 10.2. Binding Effect.....	28
Section 10.3. Severability.....	28
Section 10.4. Net-net-net Lease	28
Section 10.5. Further Assurances and Corrective Instruments.....	28
Section 10.6. Execution in Counterparts.....	29
Section 10.7. Applicable Law.....	29
Section 10.8. Captions.....	29

EXHIBIT A	DESCRIPTION OF THE SITE
EXHIBIT B	DESCRIPTION OF THE FACILITY
EXHIBIT C	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of June 1, 2011, is by and between the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF MORENO VALLEY, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of June 1, 2011 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in the City of Moreno Valley, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to refinance the acquisition, construction, installation, modernization and equipping of improvements to various City facilities and, in particular, to provide for the refunding of the \$10,955,000 Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation;

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City and its rights under the Site and Facility Lease, to Banc of America Public Capital Corp (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee; and

WHEREAS, the City and the Corporation have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$_____ for the purpose of implementing the financing transactions described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

(a) the existence, cleanup, and/or remedy of contamination on property;

(b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

(c) the control of hazardous wastes; or

(d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Assignee" means (a) initially, Banc of America Public Capital Corp., as assignee of all rights, title and interests of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned, including subsequent assignees of the Assignee.

"Assignment Agreement" means the Assignment Agreement, dated as of June 1, 2011, between the Corporation, as assignor of its rights under the Site and Facility Lease and this Lease Agreement, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"City" means the City of Moreno Valley, California, a municipal corporation and general law city organized and existing under the laws of the State.

"City Representative" means the Mayor, the City Manager, the Finance Director, or the designee of any such official, or any other person authorized by resolution delivered to the

Trustee to act on behalf of the City under or with respect to the Site and Facility Lease and the Lease Agreement.

"Closing Date" means the date of execution and delivery of this Lease Agreement by the parties hereto, being June 1, 2011.

"Corporation" means Moreno Valley Public Facilities Financing Corporation, a nonprofit, public benefit corporation, organized and existing under the laws of the State.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease" means this Lease Agreement dated as of June 1, 2011, between the Corporation and the City.

"Lease Payment Date" means May 1 and November 1 in each year, commencing November 1, 2011, and continuing to and including the date on which the Lease Payments are paid in full.

"Lease Payments" means all payments required to be paid by the City under Section 4.4, including any prepayment thereof under Sections 9.2 or 9.3.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"1997 Certificates" means the \$10,955,000 Certificates of Participation (1997 City Hall Refinancing Project) evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to the 1997 Lease Agreement.

"1997 Lease Agreement" means that certain Lease Agreement, dated as of June 1, 1997, by and between the Corporation and the City.

"1997 Trustee" means Wells Fargo Bank, National Association, as successor trustee with respect to the 1997 Certificates.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Property for its intended purposes.

"Property" means, collectively, the Site and the Facility.

"Rental Period" means each period during the Term of the Lease commencing on and including November 2 in each year and extending to and including the next succeeding November 1. The first Rental Period begins on the Closing Date and ends on November 1, 2011.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of June 1, 2011, by and between the City, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Lease Agreement" or "Term" means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The City is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the City executing the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the City Council of the City.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default

might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the City.

(g) *Sufficient Funds*. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults*. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title*. The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property*. During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(k) *Change in Financial Condition*. The City has experienced no material change in its financial condition since June 30, 2010.

(l) *Hazardous Substances*. The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk*. The Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(n) *Value of Property*. The insured value of the Property (real property replacement cost) is not less than \$6,103,000.

(o) *Essential to City Operations*. The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Corporation is a joint powers authority duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution*. The representative of the Corporation executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the City Council of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered

by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Assignee shall cause the amount of \$_____ to be deposited with the 1997 Trustee to be used to reimburse the draw on the letter of credit supporting the 1997 Certificates, the proceeds of such draw having been applied to the redemption of the 1997 Certificates. Such amount shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment Agreement shall be applied by the Assignee to pay financing costs of the transaction in the amount of \$_____.

Section 3.2. Termination of 1997 Lease Agreement. As a result of the redemption of the 1997 Certificates, the 1997 Lease Agreement has been discharged and terminated in accordance with its terms. On the Closing Date, the City shall enter into an agreement terminating the 1997 Lease Agreement, and shall cause an executed copy of said agreement to be recorded in the office of the Riverside County Recorder.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Corporation Back to the City.

(a) The Corporation hereby subleases the Property to the City, and the City hereby subleases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement and ends on November 1, 2016, or the date on which all of the Lease Payments have been paid in full. If on November 1, 2016, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 2.92% per annum, on the basis of a 360-day year of twelve 30-day months. The City understands that the Assignee will send an invoice to the City in advance of each Lease Payment.

(b) *Effect of Prepayment.* If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under ~~the first sentence of Section 9.2 or~~ Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(c) *Rate on Overdue Payments.* If the City fails to make any of the payments required in this Section 4.3, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 12% per annum or any lesser maximum legal rate.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments are not in excess of the fair rental value of the Property. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1, 6.3 and 9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(f) *Allocation of Rental Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(h) *Assignment Agreement.* The City understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment Agreement recorded concurrently herewith, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Assignee (or to its assignees as directed pursuant to Section 7.4 hereof) all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX. Lease Payments shall be paid to the Assignee as follows:

Bank Name:	Bank of America
ABA/Routing #	0260-095903
Bank Address:	100 North Tryon Street Charlotte, NC
Beneficiary Name:	<u>Banc of America Public Capital Corp</u>
Account #	
Beneficiary Address:	2059 Northlake Parkway Atlanta, GA

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Corporation will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the City and at the City's cost, join in any legal action in

which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

Section 4.6. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Corporation and the Assignee, and cause to be recorded in the office of the Riverside County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the City shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The City shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested) an independent appraisal or evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a

result of such release. The Corporation and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available, the City shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the City is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the City shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

(c) In the event the City is unable to implement the actions described in subsections (a) and (b) above, the City and the Corporation hereby agree that the obligations evidenced by this Lease Agreement shall be the senior encumbrance on the Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease Agreement and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Exhibit C hereto for such Rental Period have been paid in full.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general insurance policy or policies in protection of the City, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least \$ 1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage,

and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the City shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the Riverside County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the City and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Assignee shall be added as an additional insured for coverage up to \$1,000,000. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

Section 5.9. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Corporation has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the City fails to perform any of its obligations under this Article V, the Assignee or the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The City will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. City Consent to Assignment Agreements. Certain of the Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Corporation and communicated to the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the City shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City, the Corporation and the Assignee. The parties agree that the amounts of the Lease Payments under such

circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect the Property or any part thereof. The City further agrees that the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Corporation, the Assignee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the Term of this Lease Agreement for any reason. The City and the Corporation each agree to promptly

give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment Agreement by the Corporation. The Corporation's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee. The City hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein, but no such assignment will be effective as against the City unless and until the Assignee has filed with the City written notice thereof. The City shall pay all Lease Payments hereunder to the Assignee, as provided in Section 4.3(h) hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease Agreement, the City will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment Agreement and Subleasing by the City. This Lease may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the value of the Property.

Section 7.6. Amendment of Lease Agreement. This Lease may be amended with the prior written consent of the Corporation and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee.

Section 7.7. Tax Covenants.

(a) *Generally.* The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes.

(b) *Private Activity Bond Limitation.* The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

~~[(f) *Bank Qualification.* The City hereby designates this Lease Agreement for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except qualified 501(c)(3) bonds as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2011.]~~

Section 7.8. Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each Fiscal Year of the City during the Term of this Lease Agreement, the City will provide the Corporation and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. At Assignee's request, the City will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation or the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$1,000,000.

(f) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, if the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Riverside County for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Corporation for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the sum of Lease Payments plus costs and expenses incurred by the Corporation for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Corporation terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the City hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Bond Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the owners thereof for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Corporation's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. No Optional Prepayment. ~~The City may not prepay the unpaid principal components of the Lease Payments prior to November 1, _____. The City may prepay the unpaid principal components of the Lease Payments in whole only, on any Lease Payment Date on or after November 1, _____, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. The City shall give the Corporation and the Assignee notice of its intention to exercise its option not less than 30 days in advance of the date of exercise.~~ The Lease Payments are not subject to optional prepayment.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Corporation hereby agree that such proceeds, to the extent

remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation: Moreno Valley Public Facilities Financing Corporation
c/o City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92522
Phone: (951) 413-3024
Fax: (951) 413-3096

If to the City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92522
Phone: (951) 413-3024
Fax: (951) 413-3096

If to the Assignee: Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contracts Administration
Fax: (415) 343-0531

Section 10.2. Binding Effect. This Lease inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

IN WITNESS WHEREOF, the Corporation and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Executive Director

Attest:

Secretary

CITY OF MORENO VALLEY

By _____
City Manager

Attest:

City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

Senior Center Site (APN 479-070-044)

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Corporation Yard Site (APN 486-170-018, 19, 20, 21, 22, 23 & 24)

Parcels 1, 2 and 3 of Parcel Map No. 15686, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 93, Page(s) 31 and 32, of Parcel Maps, Records of Riverside County, California.

EXHIBIT B

DESCRIPTION OF THE FACILITY

Senior Center. Located at 25075 Fir Avenue in the City, the Senior Center is a 14,700 square foot facility completed in 1992. The facility houses the City's senior programs and acts as the hub for City's senior population. The facility is comprised of a state-of-the-art warming kitchen where meals are served every weekday. The spacious main room is suitable for meetings, conferences and includes a lighted stage and complete sound system. The center also has a fitness room, library/computer room with internet access, billiards room, handicapped-accessible restrooms and a warm inviting foyer. An outdoor patio is also included which is suitable for gatherings and public meetings.

Corporate Yard. Located at 15670 Perris Boulevard in the City the Corporate Yard is the center of activity for the City's street and infrastructure maintenance programs. The property totals 18 acres with the primary building, constructed in 1970 and made of concrete block and metal siding, totaling 57,876 square feet. This yard houses staff who perform the functions of Purchasing/Stores, Street Maintenance, Fleet Maintenance and Parks Maintenance. This property is also used for the storage of city vehicles, various road materials and replacement parts for city equipment such as traffic signals, electric utility equipment etc. Future plans for this property include the construction of a \$ 49 million state-of-the-art corporate yard with Phase I of the improvements scheduled to begin construction by the summer or early fall of 2011.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
11/01/11	<u>\$681,000</u>	<u>\$52,845.92</u>	<u>\$733,845.92</u>
05/01/12	<u>≡</u>	<u>53,472.50</u>	<u>53,472.50</u>
11/01/12	<u>690,500</u>	<u>53,472.50</u>	<u>743,972.50</u>
05/01/13	<u>≡</u>	<u>43,391.20</u>	<u>43,391.20</u>
11/01/13	<u>710,500</u>	<u>43,391.20</u>	<u>753,891.20</u>
05/01/14	<u>≡</u>	<u>33,017.90</u>	<u>33,017.90</u>
11/01/14	<u>732,000</u>	<u>33,017.90</u>	<u>765,017.90</u>
05/01/15	<u>≡</u>	<u>22,330.70</u>	<u>22,330.70</u>
11/01/15	<u>753,500</u>	<u>22,330.70</u>	<u>775,830.70</u>
05/01/16	<u>≡</u>	<u>11,329.60</u>	<u>11,329.60</u>
11/01/16	<u>776,000</u>	<u>11,329.60</u>	<u>787,329.60</u>

(1) Applicable interest rate is 2.92% per annum.

LETTER AGREEMENT FOR PURCHASE

May 25, 2011

City of Moreno Valley, California
14177 Frederick Street
Moreno Valley, CA 92522
Attention: Finance & Administrative Services Director

Re: \$4,343,500 Lease Agreement, dated as of June 1, 2011, by and between the Moreno Valley Public Facilities Financing Corporation and the City of Moreno Valley, California, assigned to Banc of America Public Capital Corp

Ladies and Gentlemen:

The undersigned, Banc of America Public Capital Corp ("B of A"), offers, upon the following terms, to acquire (i) the rights, title and interest of the Moreno Valley Public Facilities Financing Corporation (the "Corporation") under the Lease Agreement (hereinafter defined), including its rights to the Lease Payments to be made by the City of Moreno Valley, California (the "City") under the Lease Agreement dated as of June 1, 2011 (the "Lease Agreement"), by and between the City and the Corporation, by entering into an Assignment Agreement, dated as of June 1, 2011 (the "Assignment Agreement"), with the Corporation, and (ii) the rights, title and interest of the Corporation under the Site and Facility Lease, dated as of June 1, 2011 (the "Site and Facility Lease"), by and between the City and the Corporation. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of City's Obligations.* The City agrees to execute and deliver the Site and Facility Lease and the Lease Agreement, and B of A agrees to purchase the City's obligations under the Lease Agreement at a purchase price of \$4,343,500. The Lease Payments under the Lease Agreement and the interest rate applicable thereto shall be as shown in Exhibit A hereto.

2. *Use of Funds.* The purchase price paid by B of A shall be used by the City to (i) prepay the 1997 Lease Agreement and thereby refund and defease the 1997 Certificates, and (ii) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the refunding and defeasance of the 1997 Certificates.

3. *Disposition of Proceeds.* Upon the Closing Date, as defined below, purchase price paid by B of A shall be transferred as follows:

(a) B of A shall retain the amount of \$20,000.00 to be applied to its legal fees, its origination fee and costs and other costs of the lease transaction and to pay the California Debt and Investment Advisory Commission fee of \$_____.

(b) B of A shall transfer, via wire transfer, to Wells Fargo Bank, National Association, as trustee for the 1997 Certificates and as escrow bank, the amount of \$4,260,000.00 to be

Attachment 3

applied to the prepayment of 1997 Lease Agreement and the payment and redemption of the 1997 Certificates. Wire instructions are attached.

(c) B of A shall transfer, via wire transfer, the following amounts to the following entities, in respect of the payment of the costs of the financing transaction:

(i) to Fieldman, Rolapp & Associates, Inc., \$28,500.00 (invoice with wire information is attached);

(ii) to Quint & Thimmig LLP, \$30,000.00 (invoice with wire information is attached); and

(iii) to Stewart Title Guaranty Company, \$_____ (invoice with wire information is attached).

(d) B of A shall transfer to the City, \$_____, to be applied to the next occurring Lease Payment due under the Lease Agreement. Wire instructions are attached.

4. *Closing*. At 8:00 a.m. California Time, on June 1, 2011, or at such other time or on such earlier or later date as B of A and the City mutually agree upon (the "Closing Date"), the City will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the City and the Corporation, and the Assignment Agreement executed by the Corporation and B of A, and B of A will pay the purchase price for the City's obligations as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the City*. The City represents and warrants to B of A that all representations and warranties of the City set forth in the Lease Agreement are true and correct on the date hereof and are made for the benefit of B of A as if set forth herein.

6. *Conditions Precedent to the Closing*. Other conditions precedent to the Closing are:

(a) The delivery by the City of a certified copy of (i) the resolution of the City Council of the City authorizing the execution and delivery by the City of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the City, and (ii) the resolution of the Board of Directors of the Corporation authorizing the execution and delivery by the Corporation of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Corporation;

(b) The delivery by the City of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to B of A;

(c) The execution and delivery by the City of an Internal Revenue Service Form 8038-G in a form acceptable to Bond Counsel and B of A;

(d) Delivery of a legal opinion addressed to the City and B of A, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement by and against the City and the Corporation (as applicable), and (ii) the tax-exempt status of the interest component of the Lease Payments, in form and substance acceptable to B of A, ~~and (iii) and that the Lease is a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986;~~

(e) The delivery of a certificate dated the Closing Date and signed by the Chair of the City Council, the City Executive Officer, the Treasurer-Tax Collector, or such other officer of the City as the City Council of the City may approve, to the effect that:

(i) to the best knowledge of the City, there are no actions or proceedings against the City pending or threatened that adversely affect the City's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the City contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the City acknowledges receipt from B of A of the purchase price for the City's obligations under the Lease Agreement, including the Lease Payments;

(f) The delivery by the City of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to B of A;

(g) The execution and delivery by the City of a certificate as to arbitrage; and

(h) such other documents as may be reasonably requested by B of A.

7. *Events Permitting B of A to Terminate.* B of A may terminate its obligation to purchase the City's obligations under the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of B of A, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended; or

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the City or on the ability of the City or the Corporation to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Letter Agreement for Purchase by their officers thereunto duly authorized as of the day and year first above written.

BANC OF AMERICA PUBLIC CAPITAL
CORP

By _____
Name _____
Title _____

The foregoing is hereby agreed to and accepted as of the date first above written:

CITY OF MORENO VALLEY

By _____
City Manager

EXHIBIT A

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
11/01/11	<u>\$681,000</u>	<u>\$52,845.92</u>	<u>\$733,845.92</u>
05/01/12	=	<u>53,472.50</u>	<u>53,472.50</u>
11/01/12	<u>690,500</u>	<u>53,472.50</u>	<u>743,972.50</u>
05/01/13	=	<u>43,391.20</u>	<u>43,391.20</u>
11/01/13	<u>710,500</u>	<u>43,391.20</u>	<u>753,891.20</u>
05/01/14	=	<u>33,017.90</u>	<u>33,017.90</u>
11/01/14	<u>732,000</u>	<u>33,017.90</u>	<u>765,017.90</u>
05/01/15	=	<u>22,330.70</u>	<u>22,330.70</u>
11/01/15	<u>753,500</u>	<u>22,330.70</u>	<u>775,830.70</u>
05/01/16	=	<u>11,329.60</u>	<u>11,329.60</u>
11/01/16	<u>776,000</u>	<u>11,329.60</u>	<u>787,329.60</u>

(1) Applicable interest rate is 2.92% per annum.

This page intentionally left blank.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of June 1, 2011

by and among the

CITY OF MORENO VALLEY

the

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Successor Trustee and as Assignee**

Relating to the
\$10,955,000
Variable Rate Demand Certificates of Participation
(1997 City Hall Refinancing Project)
Evidencing the Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF MORENO VALLEY, CALIFORNIA
As the Rental for certain Property Pursuant to a
Lease Agreement with the
Moreno Valley Public Facilities Financing Corporation

Attachment 4

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of June 1, 2011, and is by and among the CITY OF MORENO VALLEY, (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor to U.S. Trust Company of California, N.A., as trustee (the "1997 Trustee"), and the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (the "Corporation").

WITNESSETH:

WHEREAS, the City and Corporation have heretofore entered into a Lease Agreement, dated as of June 1, 1997 (the "1997 Site and Facility Lease"), and the Lease Agreement, dated as of May 1, 1997 (the "1997 Lease Agreement"), pursuant to which the Corporation and the City entered into a transaction for the lease financing of certain facilities, including the site thereof (the "1997 Property"), and the City agreed to make certain lease payments (the "1997 Lease Payments") to the Corporation;

WHEREAS, the 1997 Lease Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 1997 Lease Payments, then all of the obligations of the City under the 1997 Lease Agreement and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 1997 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the Property shall be vested in the City without further action by the City or the Corporation;

WHEREAS, pursuant to an Assignment Agreement, dated as of May 1, 1997 (the "1997 Assignment Agreement"), by and between the Corporation and the 1997 Trustee, the Corporation assigned to the 1997 Trustee, among other things, its rights to receive 1997 Lease Payments from the City under the 1997 Lease Agreement and the right to exercise such rights and remedies conferred on the Corporation under the 1997 Lease Agreement to enforce payment of the 1997 Lease Payments;

WHEREAS, pursuant to a Trust Agreement, dated as of May 1, 1997, by and among the City, the Corporation and the 1997 Trustee, the 1997 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "1997 Certificates") representing undivided fractional interests of the owners thereof to receive 1997 Lease Payments made by the City;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 1997 Lease Payments under the 1997 Lease Agreement and, as a result thereof, to provide for the early redemption of the 1997 Certificates and, to that end, the City proposes to lease certain real property and the improvements thereon (the "2011 Property") to the Corporation and to lease back the 2011 Property from the Corporation pursuant to that certain Lease Agreement, dated as of June 1, 2011 (the "2011 Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the 2011 Lease Agreement to Banc of America Public Capital Corp (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee (the "2011 Assignment Agreement"), whereby the Assignee is to make a payment of \$4,343,500 to or to the order of the City;

WHEREAS, upon deposit of a portion of such amounts for prepayment of the 1997 Lease Payments, the 1997 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of amounts for prepayment of the 1997 Lease Payments, all obligations of the City under the 1997 Lease Agreement shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 1997 Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 1997 Lease Payments.

(b) In accordance with the foregoing, the following agreements are hereby terminated and are of no further force or effect:

1. 1997 Site and Facility Lease, recorded May 28, 1997, as Document No. 186636, Official Records of Riverside County;

2. 1997 Lease Agreement, recorded by memorandum May 28, 1997, as Document No. 186637, Official Records of Riverside County; and

3. 1997 Assignment Agreement, recorded May 28, 1997, as Document No. 186637, Official Records of Riverside County. |

(c) that from and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

(d) that from and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

Attest:

Name _____
City Clerk

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Name _____
Title _____

Attest:

Name _____
Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as 1997 Trustee and as
Assignee

By _____
Name _____
Title _____

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

ALL OF PARCELS 2, 3, 4 AND 5 OF PARCEL MAP 17864, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 129, PAGES 79 THROUGH 82, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO INCLUDING THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP 17864, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE ON THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 88° 40' 53" WEST, 509.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 00° 06' 25" WEST, 60.02 FEET;

THENCE NORTH 88° 40' 53" EAST, 509.84 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE WESTERLY SIDELINE OF FREDERICK STREET;

THENCE SOUTHERLY ON THE EASTERLY LINE SOUTH 00° 06' 28" EAST, 60.02 FEET TO THE POINT OF BEGINNING.

APN: 297-140-021

ORDINANCE NO. 824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTIONS 1.10.080 and 11.80.060 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO CIVIL CITATIONS AND NOISE ENFORCEMENT.

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

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Section 1.10.080 of the Moreno Valley Municipal Code is hereby amended to read as follows:

“Section 1.10.080 Civil fines – Amounts and penalties

A. The maximum amount of a civil fine for violating particular provisions of this code shall be set forth in a schedule of civil fines adopted by resolution of the city council. The schedule may include escalating civil fine amounts for repeat code violations occurring within specified periods of time. A fine amount, not to exceed those set forth by resolution, may be imposed or reduced at the discretion of the citing officer or the City Attorney.

B. Where no civil fine amount is specified by resolution of the city council, civil fines shall be in accordance with those specified in Section 1.01.230 of this code.

C. A late payment penalty shall be imposed for civil fines not paid within thirty (30) calendar days of their due date. The amount of the late payment penalty shall be one hundred (100) percent of the total amount of the civil fine owed.

D. In addition to any civil fine and/or late payment penalty, a hearing officer shall also assess administrative costs against the responsible person when it finds that a violation has occurred or that compliance has not been achieved within the time specified in the civil citation and any granted extensions thereof. Administrative costs may include any and all costs incurred by the city in connection with the matter including, but not limited to, costs of investigation, staffing costs incurred in preparation for an administrative hearing and for the administrative hearing itself, and costs for all reinspections of the property related to the violation(s).

E. Unless otherwise prohibited by law or regulation, all civil fines and administrative costs imposed pursuant to the provisions of this chapter shall accrue

Ordinance No. 824
Date Adopted: 5/24/2011

interest at the rate of eight percent until the civil fine or administrative costs, including interest thereon, is paid in full. Interest shall begin to accrue thirty (30) calendar days after the due date for the civil fine or administrative costs and continue until the civil fine or administrative costs, including interest thereon, is paid in full.”

1.2 Section 11.80.060 of the Moreno Valley Municipal Code is hereby amended to read as follows:

“Section 11.80.060 Violation

A. Violation of Sound Level Limits. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine not to exceed one thousand dollars (\$1,000.00) and/or six months in the county jail, or both. Notwithstanding the forgoing, any violation of the provisions of this chapter may, in the discretion of the citing officer or the city attorney, be cited and/or prosecuted as an infraction or be subject to civil citation pursuant to Chapter 1.10.

B. Joint and Several Responsibility. In addition to the person causing the offending sound, the owner, tenant or lessee of property, or a manager, overseer or agent, or any other person lawfully entitled to possess the property from which the offending sound is emitted at the time the offending sound is emitted, shall be responsible for compliance with this chapter if the additionally responsible party knows or should have known of the offending noise disturbance. It shall not be a lawful defense to assert that some other person caused the sound. The lawful possessor or operator of the premises shall be responsible for operating or maintaining the premises in compliance with this chapter and may be cited regardless of whether or not the person actually causing the sound is also cited.

C. Violation May Be Declared a Public Nuisance. The operation or maintenance of any device, equipment, instrument, vehicle or machinery in violation of any provisions of this chapter which endangers the public health, safety and quality of life of residents in the area is declared to be a public nuisance, and may be subject to abatement summarily or by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION 2. EFFECT OF ENACTMENT:

2.1 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.

Ordinance No. 824
Date Adopted: 5/24/2011

SECTION 3. NOTICE OF ADOPTION:

3.1 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 publicly posted in three places within the city.

SECTION 4. EFFECTIVE DATE:

4.1 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

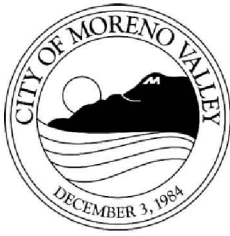
Ordinance No. 824
Date Adopted: 5/24/2011

ORDINANCE JURAT

[Clerk's office will prepare]

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

Ordinance No. 824
Date Adopted: 5/24/2011



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: May 24, 2011

TITLE: ACCEPTANCE OF THE STATE-LOCAL PARTNERSHIP PROGRAM (SLPP) FUNDS AND ADOPTION OF A RESOLUTION AUTHORIZING THE EXECUTION OF THE PROGRAM SUPPLEMENT AGREEMENTS (PSA) FOR THE EUCALYPTUS AVENUE STREET IMPROVEMENT PROJECT BETWEEN REDLANDS BOULEVARD AND THEODORE STREET AND THE CACTUS AVENUE STREET IMPROVEMENT PROJECT BETWEEN LASSELLE STREET AND NASON STREET SLPPCL10-5441(048) & SLPPCL10-5441(049)

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept and appropriate both \$1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC).
2. Adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street.

BACKGROUND

During the week of August 10, 2009, City staff met with representatives of Highland Fairview (HF) to discuss the City support of four (4) State-Local Partnership Program

(SLPP) grant applications for HF to receive State matching construction grant funds. The four projects were the construction of Eucalyptus Avenue, Redlands Boulevard, and Theodore Street associated with its Highland Fairview Corporate Park (HFCP) project and a Cactus Avenue project associated with its AquaBella age-restricted housing project. On August 13, 2009, the City Manager, Robert Gutierrez, signed the application packets for SLPP grant submittals.

On October 15, 2009, the California Transportation Commission (CTC) approved two (2) of HF's proposed projects for the CTC funding list. The applications were for the Eucalyptus Avenue Street Improvements between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvements between Lasselle Street and Nason Street. Each approved grant application is for funding in the amount of \$1 million.

On April 27, 2010, the City Manager's office staff notified City Council that HF had prepared the SLPP applications and that two of the proposed projects were approved by the CTC. Four (4) funding alternatives for the construction of the Eucalyptus Street Improvements were proposed at that meeting. The funding options were reviewed by the Council and the decision was ultimately made not to contribute funds for the construction of the conditioned Eucalyptus Avenue improvements, allowing HF to bear the cost of the improvements.

The CTC took action to approve funding allocation for the two (2) HF projects on January 21, 2011. The City, as the applicant, has six months, July 31, 2011, to award the project for construction or it risks losing the grants, unless a time extension to the project award date is granted. The project is eligible to receive grant funds for up to two years from the construction award date.

The SLPP Program Supplement Agreement (PSA) outlines the agency's responsibilities and requirements during the construction phase of the project in order to receive the allocated SLPP grant funds as reimbursement to project expenditures. The PSA was received on March 25, 2011 and must be approved and returned to Caltrans by May 25, 2011 fully executed or risks losing the grants.

On April 26, 2011, City Council approved re-sequencing and funding for the Cactus Avenue Street Improvement Project as part of the Economic Development Action Plan.

DISCUSSION

The Eucalyptus Avenue Street Improvements and the Cactus Avenue Street Improvements are part of HF's HFCP and AquaBella developments, which the Conditions-of-Approval have already been approved by City Council. Both of these street segments are also part of the City's Development Impact Fee (DIF) program. SLPP grants require an equivalent amount in matching DIF funding which can be credited against the developer for any project that is on the DIF program network. The proposed projects include right of way dedication, grading, street, drainage systems, utility infrastructure and major sidewalk and public access improvements. Both projects are approximately one mile of street improvements. The Eucalyptus Avenue Project total project costs are estimated by Highland Fairview to be approximately \$6.3 million.

The Cactus Avenue Project total project costs are estimated by the City to be approximately \$9 million.

The SLPP PSA, which is a project specific agreement, outlines the agency's responsibilities and requirements during the construction phase of the project. This agreement allows for the project to be constructed and up to \$1 million in eligible expenses to be reimbursed by the grant funds. Execution of the PSA agreements does not obligate the City to expend any funds. The City can assist the developer in seeking the \$1 million in reimbursements once the project is completed according to the grant requirements. The PSA must be approved and returned to Caltrans by May 25, 2011 fully executed or risk the possibility that the CTC will disencumber the SLPP grant funds. Staff recommends that Council adopt a resolution authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street

ALTERNATIVES

1. Accept and appropriate both \$1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC) and adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street. *This alternative will allow the City to receive state reimbursement for this project*
2. Do not accept and appropriate both \$1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, from the California Transportation Commission (CTC) and do not adopt Resolution No. 2011-43, authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreements (PSA) with Caltrans for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street, and the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street. *This alternative will disencumber state reimbursement for this project.*

FISCAL IMPACT

HF will be required to use its own funds to implement the Eucalyptus Avenue Project and then receive DIF credits as applicable. The Cactus Avenue Project is part of the City Council approved Economic Development Action Plan. There is no impact to the General Fund.

AVAILABLE FUNDS:

Eucalyptus Avenue Street Improvement Project	
SLPP Funding Reimbursement per Grant.....	\$1,000,000
Local Match by Developer per Grant.....	\$1,000,000

Cactus Avenue Street Improvement Project	
SLPP Funding Reimbursement per Grant.....	\$1,000,000
Local Match City DIF funds per Grant.....	\$1,000,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

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

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Staff is requesting that City Council accept and appropriate both \$1 million State-Local Partnership Program (SLPP) grants, one for the Eucalyptus Avenue Street Improvement Project between Redlands Boulevard and Theodore Street and one for the Cactus Avenue Street Improvement Project between Lasselle Street and Nason Street, and adopt a resolution authorizing the Public Works Director/City Engineer to execute the two Program Supplement Agreements (PSA).

ATTACHMENTS

- Attachment "A" – Vicinity Maps for Eucalyptus Avenue and Cactus Avenue Projects
- Attachment "B" – Program Supplement Agreement Eucalyptus Avenue Project
- Attachment "C" – Program Supplement Agreement Cactus Avenue Project
- Attachment "D" – Resolution No. 2011-43

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

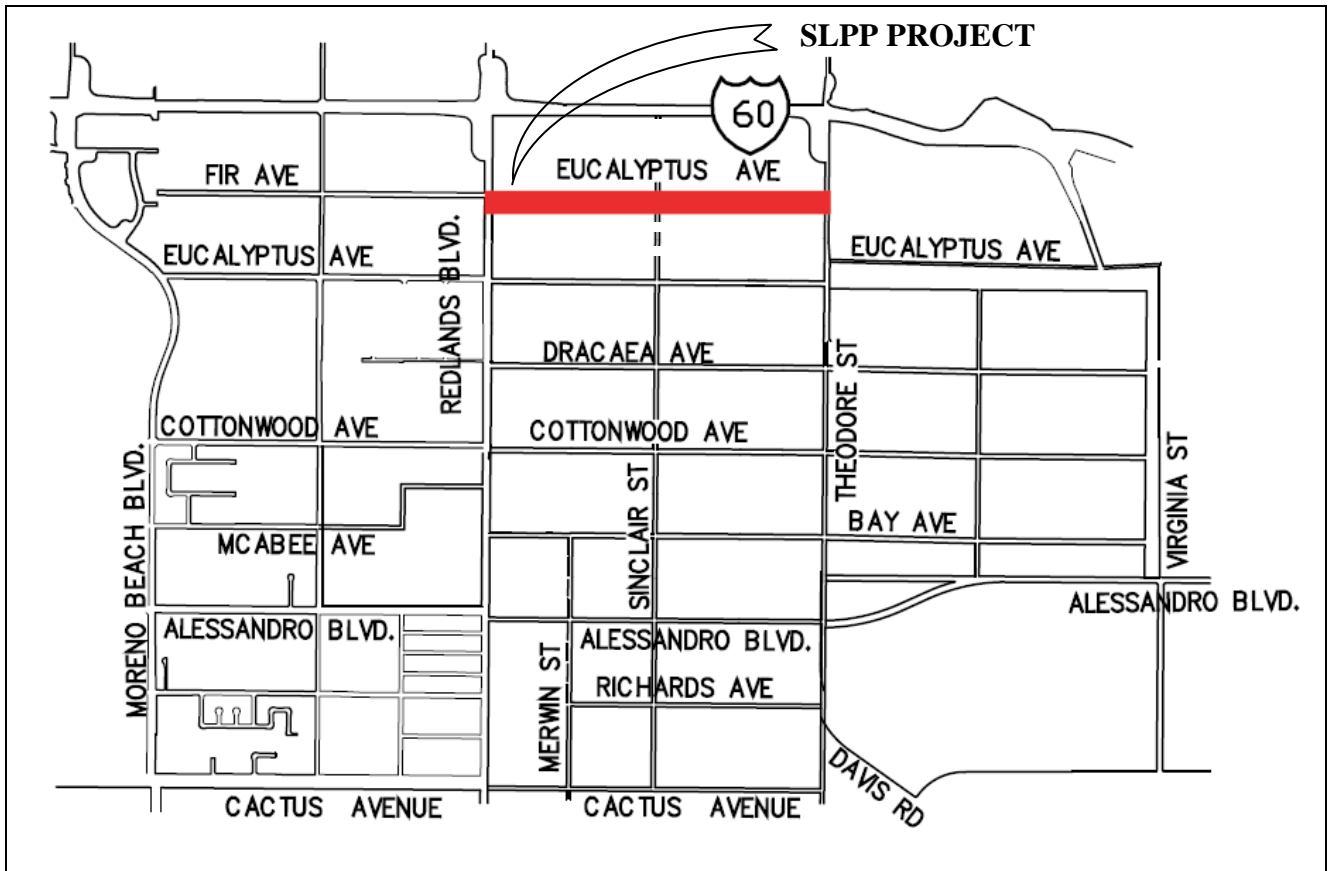
Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

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

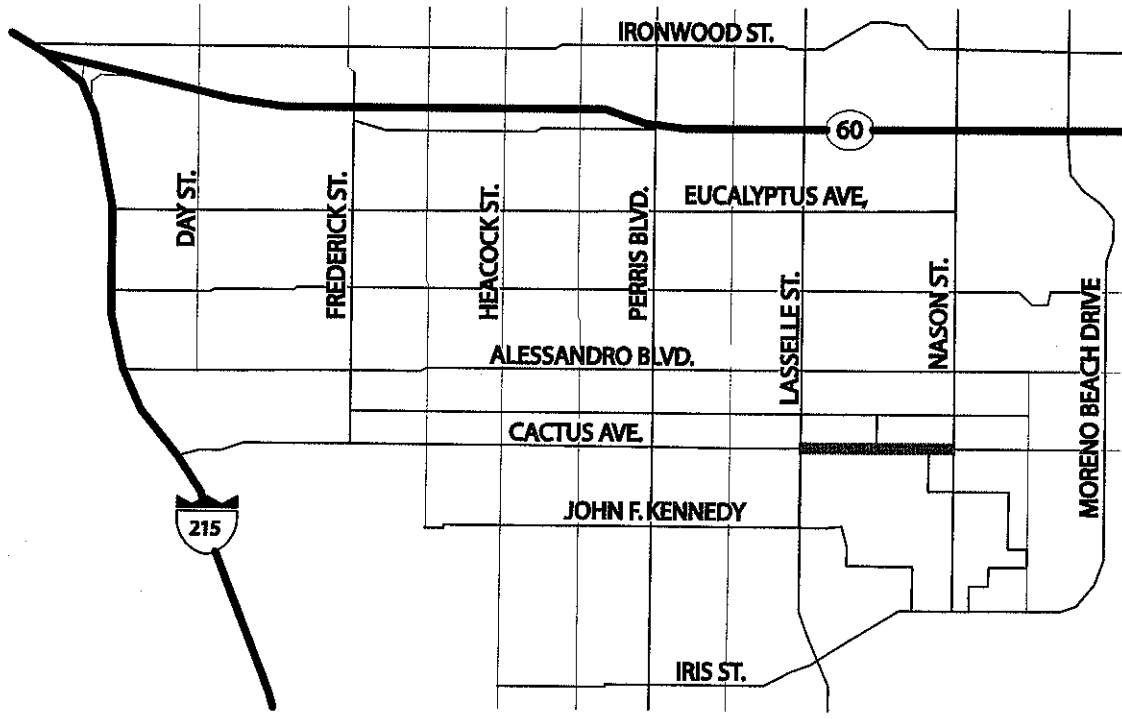
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Guy - ## ##### Highland Fairview Eucalyptus Street Improvements\CC Reports\Approve PSA and Appropriation of SLPP Matching Funds 5-24-11R1.doc

This page intentionally left blank.



VICINITY MAP –
Eucalyptus Avenue Street Improvement Project



█ Minor Arterial - 4 Lane

VICINITY MAP –
Cactus Avenue Street Improvement Project

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



March 25, 2011

File : 08-RIV-0-MORV
SLPPCL10-5441(048)
Eucalyptus Ave between Redlands
Blvd and Theodore St

Mr. Robert Gutierrez
City Manger
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

Dear Mr. Gutierrez:

Enclosed are two originals of the Program Supplement Agreement No. 0H84 Rev. 000 to Administering Agency-State Master Agreement No. 00196S .

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


RAY ZHANG, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: OLP AE Project Files
(08) DLAE - Savat Khamphou

2011 MAR 28 PM 2:30

RECEIVED
CITY MANAGER
MORENO VALLEY

ATTACHMENT "B"

PROGRAM SUPPLEMENT NO. H84
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00196S

Date: March 16, 2011
Location: 08-RIV-0-MORV
Project Number: SLPPCL10-5441(048)
E.A. Number: 08-0G0554
Locode: 5441

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00196S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/29/08 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Eucalyptus Ave between Redlands Blvd and Theodore St

TYPE OF WORK: New Road

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$5,404,945.00	\$1,000,000.00		\$4,404,945.00	\$0.00

CITY OF MORENO VALLEY

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Caleb Kwong Date 3/17/11 \$1,000,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. This PROJECT is programmed to receive State Proposition 1B Bond funds from the State and Local Partnership Program (SLPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted SLPP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible local matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the SLPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the accountability requirements of the Governor's Executive Order # S-02-07, ADMINISTERING AGENCY agrees to:

- 1) Submit certified Quarterly Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The certified Quarterly Progress Reports shall be submitted to the Division of Local Assistance - Office of Project Delivery & Accountability via the Local Assistance

SPECIAL COVENANTS OR REMARKS

Online Data Input System (LA-ODIS)

2) Submit a certified Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination.

4. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 23-A of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, EA number, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.

A copy of the DLAE reviewed Exhibit 23-A shall also be included with the submittal of the first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS #33
P.O. Box 942874
Sacramento, CA 94274-0001

5. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting

SPECIAL COVENANTS OR REMARKS

Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3151
Fax (916) 653-7621



March 25, 2011

File : 08-RIV-0-MORV
SLPPCL10-5441(049)
Cactus Avenue from Lasselle St to
Nason St

Mr. Robert Gutierrez
City Manger
City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92553

Dear Mr. Gutierrez:

Enclosed are two originals of the Program Supplement Agreement No. 0H85 Rev. 000 to Administering Agency-State Master Agreement No. 00196S .

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,


RAY ZHANG, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: OLP AE Project Files
(08) DLAE - Savat Khamphou

RECEIVED

MAR 30 2011

**PUBLIC WORKS DEPARTMENT
CAPITAL PROJECTS DIVISION**

ATTACHMENT "C"

PROGRAM SUPPLEMENT NO. H85
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00196S

Date: March 16, 2011
Location: 08-RIV-0-MORV
Project Number: SLPPCL10-5441(049)
E.A. Number: 08-0G0564
Locode: 5441

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00196S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/29/08 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Cactus Avenue from Lasselle St to Nason St

TYPE OF WORK: Road Reconstruction and Widening

Estimated Cost	State Funds		Matching Funds	
	STATE	LOCAL	LOCAL	OTHER
\$5,500,000.00	\$1,000,000.00		\$4,500,000.00	\$0.00

CITY OF MORENO VALLEY

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Caleb Kwong Date 3/17/11 \$1,000,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

3. This PROJECT is programmed to receive State Proposition 1B Bond funds from the State and Local Partnership Program (SLPP). This PROJECT will be administered in accordance with the California Transportation Commission (CTC) approved/adopted SLPP Guidelines, and this Program Supplement Agreement.

ADMINISTERING AGENCY agrees to use eligible local matching funds of the type identified in its project application/nomination, for the required dollar for dollar minimum local match to the SLPP funds.

ADMINISTERING AGENCY agrees to submit invoices for PROJECT costs in accordance with the Local Assistance Procedures Manual (LAPM).

To satisfy the accountability requirements of the Governor's Executive Order # S-02-07, ADMINISTERING AGENCY agrees to:

- 1) Submit certified Quarterly Progress Reports on the activities, expenditures and progress made towards implementation of the PROJECT. Changes to the scope and budget from the CTC approved project application/nomination shall also be identified in these reports. The certified Quarterly Progress Reports shall be submitted to the Division of Local Assistance - Office of Project Delivery & Accountability via the Local Assistance

SPECIAL COVENANTS OR REMARKS

Online Data Input System (LA-ODIS)

2) Submit a certified Final Delivery Report to the CTC, within six months of the PROJECT construction contract being accepted, on the scope of the completed PROJECT, its final costs as compared to the project budget in its project application/nomination, its duration as compared to the project schedule in its application/nomination and performance outcomes derived from the PROJECT as compared to those described in the project application/nomination.

4. ADMINISTERING AGENCY agrees to submit PROJECT specific award information, using Exhibit 23-A of the LAPG, to the STATE's District Local Assistance Engineer (DLAE) immediately after award of contract. Failure to do so will delay processing invoices for the construction contract. As a minimum, the award information should include the following information: project number, EA number, project description, date funds allocated by the CTC, date project was advertised, bid opening date, award date, award amount, and estimated completion date.

A copy of the DLAE reviewed Exhibit 23-A shall also be included with the submittal of the first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS #33
P.O. Box 942874
Sacramento, CA 94274-0001

5. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting

SPECIAL COVENANTS OR REMARKS

Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY shall not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

RESOLUTION NO. 2011-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF PROGRAM SUPPLEMENT AGREEMENTS TO ADMINISTERING AGENCY-STATE AGREEMENTS BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, AND THE CITY OF MORENO VALLEY

WHEREAS, various public works projects are eligible to receive funding from a variety of federal and/or state funding sources; and

WHEREAS, payment of reimbursements for these projects is made available through a Program Supplement Agreement to Administering Agency-State Agreements between the State of California and the City of Moreno Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Public Works Director/City Engineer is authorized to execute all Program Supplement Agreements to the Administering Agency-State Agreements between the State of California, acting by and through the Department of Transportation and the City of Moreno Valley.

APPROVED AND ADOPTED this 24th day of May, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

1

Resolution No. 2011-43
Date Adopted: May 24, 2011

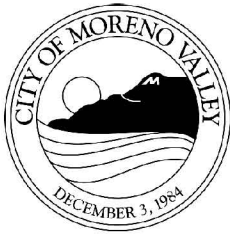
Attachment D

City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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



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

Report to City Council

TO: Mayor and City Council and the Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 24, 2011

TITLE: AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends the City Council and Redevelopment Agency Board approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

BACKGROUND

On April 12, 1988 the parties (Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley) entered into a Cooperative Agreement to establish a mutual understanding regarding redevelopment related to project improvements for flood control within the Redevelopment Project Area. The Cooperative Agreement established a mechanism for the distribution of tax increment, along with the identification and listing of potential flood control project improvements within the Redevelopment project Area. The listing of projects didn't obligate the Redevelopment Agency (RDA) to construct all or any of the potential projects, but merely identified Master Drainage Plan approved facilities that Riverside County Flood Control agrees may be funded with future RDA tax increment. The Cooperation Agreement also states that the listing may, from time to time, be amended—with the mutual consent of the RDA and Riverside County Flood Control.

DISCUSSION

Staff from Riverside County Flood Control and the City/RDA wishes to amend the listing of potential flood control improvements to include Line I and Line J. Both of these projects are approved facilities in Riverside County Flood Control's Master Drainage Plan. Further improvements on Line I and Line J will help with flood control management in the community, but are also needed to pursue road improvement projects on Cactus Avenue and Nason Street. Funding for these flood control improvements shall be in accordance with the Cooperation Agreement and shall be from RDA tax increment revenues, specified for this type of use.

An amendment to the Cooperation Agreement has been drafted to amend the listing of flood control improvement projects to add Lines I and J. The amendment has been approved to form by legal counsel for Riverside County and the City/RDA.

ALTERNATIVES

1. Approve the Amendment to the Cooperation Agreement. Staff recommends this alternative because it will allow for the funding and construction of needed master-planned flood control improvements.
2. Do not approve the Amendment to the Cooperation Agreement. Staff doesn't recommend this alternative because it will jeopardize the funding of flood control improvements and hinder the timing of pursuing two important capital improvement projects.

FISCAL IMPACT

The funding of the two flood control improvement projects—Lines I and J is estimated at \$6 million and shall be accomplished with designated funding through the RDA. The funding of the projects shall have NO impact on the City's General Fund.

SUMMARY

Riverside County Flood Control, the City and RDA entered into a Cooperation Agreement in April 1988, including the listing and identification of possible flood control projects in the RDA Project Area. The Agreement allows for amending the listing of projects with mutual consent of the RDA and Flood Control. Amendment No. 1 provides for adding Lines I and J to listing of flood control improvements.

ATTACHMENTS/EXHIBITS

Attachment A—Amendment No. 1 to the Cooperation Agreement between Riverside County Flood Control & Water Conservation District, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley

Attachment B—Cooperation Agreement between Riverside County Flood Control & Water Conservation District, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley

Prepared By/Department Head Approval:
 Barry Foster
 Community & Economic Development Director

Concurred By:
 Henry Garcia
 City Manager

Concurred By:
 Chris Vogt
 Public Works Director/City Engineer

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

This page intentionally left blank.

AMENDMENT NO. 1
COOPERATION AGREEMENT
BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
THE CITY OF MORENO VALLEY
AND
THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and the REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, hereinafter called "AGENCY", previously entered into that certain Cooperation Agreement, dated April 12, 1988, hereinafter called "AGREEMENT"; and

WHEREAS, the CITY and the AGENCY desire to add two (2) additional flood control drainage facilities; and

WHEREAS, the DISTRICT agrees to add said flood control drainage facilities, provided that these facilities are Master Drainage Plan approved facilities; and

WHEREAS, Section 3 of the AGREEMENT stipulates that the listing of Project Improvements on Exhibit A may be amended with the mutual consent of the AGENCY and DISTRICT.

NOW, THEREFORE, in consideration of the foregoing facts, the DISTRICT, the CITY and the AGENCY agree to amend the AGREEMENT as follows:

Exhibit A of the AGREEMENT is deleted and replaced with a new Exhibit A, attached hereto and made a part hereof.

Except as specifically modified herein, all other provisions of said AGREEMENT shall remain in full force and effect between the Parties hereto.

//

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on

_____.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Amendment No. 1
Cooperation Agreement
5/09/11
TT

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Its: Mayor

ATTEST:

City Clerk

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY, a
public body corporate and politic

By: _____
Chairman
“AGENCY”

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

ATTEST:

Agency Secretary

Amendment No. 1
Cooperation Agreement
5/09/11
TT

Exhibit A (Page 1 of 1)

MORENO VALLEY REDEVELOPMENT PROJECT

PROJECT IMPROVEMENTS

Master Drainage Plan	Facility	Station Limits	Eligible for Financing
Sunnymead	Line B	105+00 – 131+70	No
	Line B-5	19+90 – 22+80 & 0+00 – 12+50	Yes
	Line B-6	9+40 – 17+60	Yes
	Line B-7	0+00 – 25+90	No
	Line B-8, Stg I & B-10	0+00 – 10+00 & 0+00 – 13+20	Yes
	Line B-8, Stg II	10+60 – 44+00	
	Line B-9	0+00 – 10+00	Yes
	Line B-11	0+00 – 10+00	Yes
	Line B-12	0+00 – 13+80	No
	Line F (D/S of Hemlock)	119+00 – 125+00	No
	Line F-1	0+00 – 20+30	No
	Line G	0+00 – 10+60	No
	Line H (D/S of Hwy 60)	0+00 – 4+00	Yes
	Line H (Hwy 60 U/S to basin)		No
	Line H (U/S of basin)		No
	Line H-1 (in Indian)		No
	Line H-1 (to basin)		No
	Indian St. Basin (Master Plan)		
	Line H-4		No
	Line H-5 (D/S of Ironwood)		No
	Line H-12	0+00 – 13+00	Yes
	Line M-4	41+30 – 74+00	No
	Line M-5	0+00 – 11+40	No
	Line P-1	0+00 – 14+10	No
	Line P-2	0+00 – 48+90	No
	Line P-4	0+00 – 2+00	No
	Line P-5	0+00 – 2+00	No
Line P-6	0+00 – 13+10	No	
Line P-7	0+00 – 4+30	No	
Line T	0+00 – 25+40	No	
Moreno	Line G	106+80 – 127+80	No
	Line I		
	Line J		

Amendment No. 1
 Cooperation Agreement
 5/09/11
 TT

1 COOPERATION AGREEMENT
2 BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL
3 AND WATER CONSERVATION DISTRICT,
4 THE CITY OF MORENO VALLEY

5 AND
6 THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

7 THIS AGREEMENT is entered into on the APR 12 1988 day of
8 _____, 1988, by and between the RIVERSIDE COUNTY FLOOD
9 CONTROL AND WATER CONSERVATION DISTRICT, a public agency ("Dis-
10 trict"), and the REDEVELOPMENT AGENCY OF THE CITY OF MORENO VAL-
11 LEY, a public body ("Agency"), and THE CITY OF MORENO VALLEY, a
12 municipal corporation ("City").

13 WHEREAS, City and Agency have adopted the Redevelopment Plan
14 for the Moreno Valley Redevelopment Project ("Project") pursuant
15 to the California Community Redevelopment Law (Health and Safety
16 Code Section 33000, et seq.);

17 WHEREAS, District is an affected taxing entity which has
18 general purpose and special bonded indebtedness ad valorem prop-
19 erty taxes levied on its behalf by Riverside County's Assessor on
20 all of the property located in the proposed project area in Fis-
21 cal Year 1987-88;

22 WHEREAS, District has submitted to the Agency objections
23 regarding the detrimental financial impact the Project will have
24 on the District;

25 WHEREAS, City and Agency have found and determined that there
26 is substantial evidence to support their finding of detrimental
27 financial impact for the District and it would be appropriate to
28 alleviate any financial burden or detriment caused to District by
the Project by authorizing payment to District of certain monies;

1 WHEREAS, Agency and City desire to resolve and settle once
2 and for all times, all present, past and future controversies,
3 claims, causes of action or purported causes of action, differen-
4 ces or disputes, both real and potential, arising against Agency
5 and City in relation to the Project and the Plan; and

6 WHEREAS, District, City and Agency, in consideration of the
7 mutual undertaking, desire to settle their differences and
8 cooperatively provide for the redevelopment of certain areas of
9 the City. This Agreement is a compromise and settlement of
10 claims and liabilities alleged by District in relationship to the
11 Project.

12 NOW, THEREFORE, in consideration of the foregoing and the
13 mutual promises and covenants contained herein, the parties here-
14 to agree as follows:

15 Section 1. Definitions

16 (a) "District" shall mean the Riverside County Flood Control
17 and Water Conservation District, a political subdivision of the
18 State of California.

19 (b) "City" shall mean the City of Moreno Valley, a municipal
20 corporation.

21 (c) "Agency" shall mean the Redevelopment Agency of the City
22 of Moreno Valley.

23 (d) "Project" and "Project Area" shall mean the specific
24 geographical areas and redevelopment activities as set forth in
25 the Redevelopment Plan for the Moreno Valley Redevelopment
26 Project.

27
28

1 (e) "Project Improvements" shall mean the specific flood
2 control improvements as set forth in Exhibit A which is attached
3 hereto and by this reference is incorporated herein.

4 Such improvements are, and must be, part of an approved
5 Master Drainage Plan. Project improvements for the purposes of
6 this Agreement shall not include those facilities not normally
7 funded by the District, namely developer convenience drains,
8 bridges and box culverts or pipes serving as bridges at street
9 crossings.

10 (f) "Project Costs" shall mean those costs paid by the Agen-
11 cy commencing with the date of this Agreement, for the construc-
12 tion of the Project Improvements, and shall be limited to the
13 direct costs to design, acquire right-of-way and construct the
14 Project Improvements. Project Costs for those Project Improve-
15 ments identified on Exhibit A as "Eligible for Financing" will
16 also include the prorata share of the financing costs associated
17 with such Project Improvements, including but not limited to,
18 interest, cost of issuance, refunding, refinancing, etc.

19 (g) "Tax Increment" shall mean that portion of property tax-
20 es resulting from the increase in assessed evaluation in the
21 Project Area over the base year assessed evaluations in the Proj-
22 ect Area, as defined in Section 33670 of the Health and Safety
23 Code. "Tax Increment" shall refer to those taxes raised as a
24 result of the 1% levy allowed under ARTICLE XIII A of the Con-
25 stitution of the State of California. "Tax Increment" as re-
26 ferred to in this Agreement, shall not include those taxes levied
27 in excess of the 1% general levy.

28

1 (h) "District Share" shall mean that portion of "Tax Incre-
2 ment" that, had there not been a redevelopment project adopted,
3 would be allocated and paid to District for the benefit of Dis-
4 trict's General Fund and the General Fund of Zone 4 of the Dis-
5 trict as computed by the County Auditor-Controller in accordance
6 with the applicable provisions of the Revenue and Taxation Code
7 of the State of California.

8 Section 2. Distribution of Tax Increment

9 (a) Commencing with Fiscal Year 1988-89 the County
10 Auditor-Controller shall allocate one hundred percent (100%) of
11 District Share to Agency. ~~Such allocation shall remain in effect~~
12 ~~until the total annual Tax Increment is 12 million dollars, at~~ *
13 ~~which time the County Auditor-Controller shall pay to the~~
14 ~~District, fifty percent (50%) of District Share, which is to be~~ *
15 utilized for operation and maintenance.

16 (b) Commencing with the Fiscal Year in which the District is
17 paid 50% of District Share in accordance with Section 2(a) above,
18 ~~the Agency must annually demonstrate to the satisfaction of the~~
19 ~~District on a project by project basis, that the cumulative~~
20 ~~Project Costs paid by the Agency for the Project Improvements,~~
21 ~~exceeds the cumulative total of District Share received by the~~
22 ~~Agency, through the date of calculation. To the extent that the~~
23 ~~cumulative Project Costs paid by Agency exceed the cumulative~~
24 ~~total of District Share received by Agency, the District will~~
25 ~~cause the Auditor-Controller to pay to Agency from the remaining~~
26 ~~fifty percent (50%) of District Share, that sum needed to cause~~
27 the two amounts to be equal. Any portion of the remaining fifty
28 percent (50%) of District Share in excess of this amount, will be

1 paid to District by the Auditor-Controller.

2 (c) Nothing in this Agreement shall prohibit the District
3 from expending funds on the Project Improvements. Such
4 expenditures, however, shall not be considered Project Costs.

5 (d) It is the intent of the parties to this Agreement, that
6 over the effective life of the Redevelopment Plan, that the
7 cumulative total of District Share paid to Agency shall not
8 exceed the cumulative total of Project Costs expended by Agency
9 for the Project Improvements. It is their further intent that
10 financing costs associated with the Project Improvements be kept
11 to the lowest level possible.

12 Section 3. Project Improvements

13 In addition to the limitations set forth in Section 1(e), and
14 the listing of Project Improvements on Exhibit A, it is under-
15 stood that the Agency is not obligated to construct all listed
16 facilities, but such list merely identifies those Master Drainage
17 Plan approved facilities that the District agrees may be funded
18 with District Share. It should be further noted that such list-
19 ing may, from time to time, be amended with the mutual consent of
20 the Agency and District.

21 The District shall supervise and approve the design and con-
22 struction of the Project Improvements and, upon completion of
23 said Project Improvements, shall assume responsibility for their
24 maintenance.

25 Section 4. Section 63676 Resolution

26 Within 60 days of the executing this Agreement, District will
27 repeal the resolution that it has adopted pursuant to Section
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

63676 of the Health and Safety Code regarding the Plan and the Project.

Section 5. Modification and Termination

If, after this Agreement is executed, State enacts laws or policies in conflict with all or any portion of this Agreement, Agency and District may mutually agree to excuse performance of all or any portion of this Agreement by Agency or District. In the event any section or portion of this Agreement shall be held, found or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties thereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

Section 6. Effective Date and Term

This Agreement shall become effective upon the date of execution of this Agreement and shall remain in effect during the term of the Redevelopment Plan.

Section 7. Entire Agreement

This Agreement constitutes the entire, complete and final expression of agreements between the parties.

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

3
4 DATED: May 6, 1988

CITY OF MORENO VALLEY
By Raymond Tanner
Mayor

6 ATTEST:
7 By Talvie A. Burrows
8 City Clerk

9
10 DATED: May 6, 1988

REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
By Raymond Tanner
Chairman

12 ATTEST:
13 By Talvie A. Burrows
Secretary

14 RECOMMENDED FOR APPROVAL:
15 Robert A. Nelson
16 KENNETH L. EDWARDS
Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
By Kay Cameron
Vice-Chairman, Board of Supervisors

17 DATED: 4/6/88

19 ATTEST:
20 GERALD A. MALONEY, Clerk
21 By Amy Adams
Deputy

FORM APPROVED
COUNTY COUNSEL
APR 1 1988
BY Timothy Davis

22 AGRMT305.MASTER

23
24
25 APPROVED AS TO FORM:
26 DATE 5/5/88
27 BY: [Signature]
28 CITY ATTORNEY
CITY OF MORENO VALLEY

MORENO VALLEY REDEVELOPMENT PROJECT

EXHIBIT "A"

PROJECT IMPROVEMENTS

Sunnymead Master Drainage Plan

<u>Facility</u>	<u>Station Limits</u>	<u>Eligible for Financing</u>
Line B	105+00 - 131+70	No
Line B-5	19+90 - 22+80	Yes
	& 0+00 - 12+50	
Line B-6	9+40 - 17+60	Yes
Line B-7	0+00 - 25+90	No
Line B-8, Stg I & B-10	0+00 - 10+00	Yes
	& 0+00 - 13+20	
Line B-8, Stg II	10+60 - 44+00	
Line B-9	0+00 - 10+00	Yes
Line B-11	0+00 - 10+00	Yes
Line B-12	0+00 - 13+80	No
Line F (D/S of Hemlock)	119+00 - 125+00	No
Line F-1	0+00 - 20+30	No
Line G	0+00 - 10+60	No
Line H (D/S of Hwy 60)	0+00 - 4+00	Yes
Line H (Hwy 60 U/S to basin)		No
Line H (U/S of basin)		No
Line H-1 (in Indian)		No
Line H-1 (to basin)		No
Indian St. Basin (Master Plan)		
Line H-4		No
Line H-5 (D/S of Ironwood)		No
Line H-12	0+00 - 13+00	Yes
Line M-4	41+30 - 74+00	No
Line M-5	0+00 - 11+40	No
Line P-1	0+00 - 14+10	No
Line P-2	0+00 - 48+90	No
Line P-4	0+00 - 2+00	No
Line P-5	0+00 - 2+00	No
Line P-6	0+00 - 13+10	No
Line P-7	0+00 - 4+30	No
Line T	0+00 - 25+40	No
Moreno Master Drainage Plan		
Line G	106+80 - 127+80	No

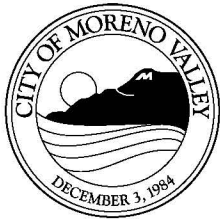
DPZ:bjp

**MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council, Acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

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

AGENDA DATE: May 24, 2011

TITLE: **SECOND EXTENSION OF CONTRACT** - Project No. E-2/09 - Maintenance of Extensive Landscaping and Irrigation – Hidden Springs

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), herein referred to as the CSD Board:

1. Approve the attached Extension Agreement for CSD Project No. E-2/09 to extend the term of the contract for an additional one-year period;
2. Authorize the President of the CSD Board to execute said Extension Agreement with Tropical Plaza Nursery, Inc., of Villa Park, California; and
3. Authorize the Purchasing Manager, on July 1, 2011, to issue open purchase orders to Tropical Plaza Nursery, Inc. in the amounts of:
 - a.) ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$188,400.00) for twelve months of base maintenance service, and
 - b.) TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$29,600.00) for anticipated Additional Work per Section 5 of the Extension Agreement.

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

On September 17, 2008, the Special Districts Division of the Public Works Department received valid proposals from seven landscape contracting firms in response to the Request for Proposal for Project No. E-2/09, maintenance of landscaping and irrigation of the parkways and paseos in the Hidden Springs Specific Plan (Zone E-2). On November 25, 2008, the CSD Board, awarded the E-2/09 contract to Tropical Plaza Nursery, Inc., Villa Park, California (the "Contractor"). The contract amount for the initial twelve-month term, for fiscal year (FY) 2009/10, was \$218,900.00 (\$188,400.00 for Base Service; \$30,500.00 for estimated Additional Work). On May 3, 2010, the Contractor, was awarded a one-year extension totaling \$219,300.00 (\$188,400.00 for Base Service; \$30,900.00 for estimated Additional Work) for FY 2010/11. Staff is recommending that the Contractor be awarded the second of a possible three extensions, as discussed below.

DISCUSSION

In December 2010, Special Districts' staff had a discussion with Tropical Plaza Nursery, Inc., on their performance to date, the possibility of the CSD extending the term of the contract, and the Extension Agreement drafted by staff (see Attachment 2). The key provision of the document is as follows:

1. Extension of the contract term to June 30, 2012.

The Contractor has provided a satisfactory service level over the last year and has expressed a desire to extend the contract. Due to the current economic climate, the terms negotiated and agreed upon resulted in a zero percent (0%) increase in the current compensation amount. Therefore, based on performance and price, staff recommends that the CSD Board exercise the second extension of the Contractor's contract.

ALTERNATIVES

1. Approve the Extension Agreement for Project No. E-2/09 to extend the term of the contract for an additional one-year period; authorize the President of the CSD Board to execute said Amendment with Tropical Plaza Nursery, Inc.; and authorize the Purchasing Manager to issue open purchase orders for Base Service and estimated Additional Work to Tropical Plaza Nursery, Inc., at the start of FY 2011/12. *Approval of this Extension Agreement will ensure uninterrupted landscape maintenance service is provided for the Hidden Springs parkways and paseos.*

2. Do not approve the Extension Agreement for Project No. E-2/09 to extend the term of the contract for an additional one-year period. *By not approving this Extension Agreement, the continuity of parkway and median landscape services for the Hidden Springs Specific Plan may be disrupted.*

FISCAL IMPACT

The sum of \$188,400.00 will be encumbered in Account 00182.78230.6261 (Zone E-2) by open purchase order. Upon staff approval, monthly disbursements of \$15,700.00 to pay for base services will be made to Tropical Plaza Nursery, Inc. The sum of \$29,600.00 will also be encumbered in Account 00182.78230.6261 (Zone E-2) to cover the cost of performing estimated Additional Work (e.g., repairs/replacements due to vandalism, theft, Acts of God, normal wear and tear) under the terms of this Extension Agreement and as anticipated to be performed during the coming fiscal year. The combined cost of the Base Contract services and the Estimated Additional Work performed by Tropical Plaza Nursery, Inc. shall not exceed \$218,000.00 for FY 2011/12. The above amounts have been budgeted for Zone E-2 for the coming FY, with costs to be recovered through an annual CSD Zone E parcel charge. The funds collected for Zone E-2 may only be used for landscape maintenance services of parkways and paseos in the Hidden Springs Specific Plan. This action will not impact the City's General Fund.

It should be noted that Zone E-2 – Hidden Springs Specific Plan is scheduled for a mail ballot proceeding to allow property owners the opportunity to approve or reject an increase in the current CSD Zone E-2 parcel charge. The Zone E annual parcel charges are the funds that pay all costs to provide landscape maintenance of the parkways and paseos. The funds collected pay for water and electric utility charges along with vendor maintenance, which includes mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the satisfactory maintenance of the landscaped areas within Zone E-2 and administration of the Zone E-2 program. In the event the majority of the property owners decline to support an increase to cover the costs to operate the Zone E-2 program, landscape maintenance services will need to be modified accordingly.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

SUMMARY

The CSD furnishes ongoing landscape maintenance for extensive parkways and medians within Zone E through the use of contract services. At the end of the initial term, the maintenance agreement may be renewed for up to three additional twelve month periods. Staff is recommending that the CSD Board exercise its option to exercise the second extension to the current Agreement with Tropical Plaza Nursery, Inc. for an additional twelve months.

NOTIFICATION

Not applicable.

ATTACHMENTS

1. Project E-2 Vicinity Map
2. Copy of Extension Agreement

Prepared By
 Sharon Sharp
 Senior Management Analyst

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

Concurred By
 Candace E. Cassel
 Special Districts Division Manager

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




W:\SpecialDist\Special Dist Administration\Community Services District CSD\Zone E\2011-12\Contracts\Staff Reports\2011\E-2 STF RPT_Contract Extension.doc

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone 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
-  Landscaped Open Space
-  Zone E-2 Parcels

Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E2_8.5x11.mxd
November 29, 2007



ATTACHMENT 1

This page intentionally left blank.

EXTENSION AGREEMENT
PROJECT NO. E-2/09 – HIDDEN SPRINGS
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Tropical Plaza Nursery, Inc.** (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated March 10, 2009, referencing Project No. E-2/09 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the second of three possible extensions of the Agreement .
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **FIFTEEN THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$15,700.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$188,400.00)**.
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, planters (trees up to 18-foot height, as applicable).
\$ 0.015/sq. ft./mo.
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **TWENTY NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$29,600.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

ATTACHMENT 2

EXTENSION AGREEMENT
Project No. E-2/09 – HIDDEN SPRINGS
Page 2

Dated: _____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

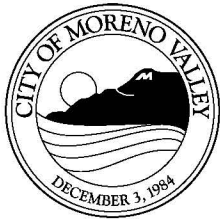
Title

Title

Company Name

(Corporate Seal)

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RA</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council, Acting in their Respective Capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District

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

AGENDA DATE: May 24, 2011

TITLE: **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)

RECOMMENDED ACTION

Staff recommends that the City Council, acting in their capacity as the Board of Directors of the Moreno Valley Community Services District (CSD), herein referred to as the CSD Board:

1. Approve the attached 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
 - 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.

ADVISORY COMMITTEE RECOMMENDATION

Not Applicable

BACKGROUND

On December 17, 2009, the Special Districts Division of the Public Works Department received valid proposals from seven landscape contracting firms in response to the Request for Proposal for Project E-3/10, maintenance of landscaping and irrigation of the parkways and medians for Moreno Valley Ranch – West (Zone E-3) and Lasselle Powerline Parkway (Zone E-3A). On April 27, 2010, the CSD Board awarded the E-3/10 contract to Bemus Landscape, Inc., San Clemente, California (the “Contractor”). The contract amount for the initial twelve-month term for fiscal year (FY) 2010/11, was \$152,745.00 (\$139,500.00 for Base Service; \$13,245.00 for estimated Additional Work). Staff is recommending that the Contractor be awarded the first of a possible three extensions, as discussed below.

DISCUSSION

In December 2010, Special Districts’ staff had a discussion with Bemus Landscape, Inc., on their performance to date, the possibility of the CSD extending the term of the contract, and the first Extension Agreement (see Attachment 2). The key provisions of the document are as follows:

1. Extension of the contract term to June 30, 2012.

The Contractor has provided a satisfactory service level over the last year and has expressed a desire to extend the contract. Due to the current economic climate, the terms negotiated and agreed upon resulted in a zero percent (0%) overall increase in the current compensation amount. Therefore, based on performance and price, staff recommends that the CSD Board exercise the first extension of the Contractor’s contract.

ALTERNATIVES

1. Approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period; authorize the President of the CSD Board to execute said first Extension Agreement with Bemus Landscape, Inc.; and authorize the Purchasing Manager to issue open purchase orders for Base Service and estimated Additional Work to Bemus Landscape, Inc., at the start of FY 2011/12. *Approval of this first Extension Agreement will ensure uninterrupted landscape maintenance service is provided to the parkways and medians of the Moreno Valley Ranch – West Specific Plan Development.*

2. Do not approve the first Extension Agreement for Project No. E-3/10 to extend the term of the contract for an additional one-year period. *By not approving this first Extension Agreement, the continuity of parkway and median landscape services for the Moreno Valley Ranch – West Specific Plan may be disrupted.*

FISCAL IMPACT

The sum of \$127,500.00 will be encumbered in Account 00182.78240.6261 (Zone E-3) and \$12,000.00 will be encumbered in Account 00182.78282.6261 (Zone E-3A) by open purchase order. Upon staff approval, monthly disbursements of \$11,625 to pay for base services will be made to Bemus Landscape, Inc. Staff also requests that the CSD Board authorize the encumbrance of \$10,260.00 in Account 00182.48240.6261 (Zone E-3) and \$3,000.00 in Account No. 00182.78283.6261(E-3A) to cover the cost of performing estimated Additional Work (e.g., repairs/replacements due to vandalism, theft, Acts of God, normal wear and tear) under the terms of this first Extension Agreement and as anticipated to be performed during the coming fiscal year. The combined cost of the Base Contract services and the Estimated Additional Work performed by Bemus Landscape, Inc., shall not exceed \$152,760.00 for FY 2011/12. The above amounts have been budgeted for in Zones E-3 and E-3A for the coming FY, with costs to be recovered through annual CSD Zone E parcel charges. This action will not impact the City's General Fund.

It should be noted that Zone E-3A, Lasselle Powerline Parkway, is scheduled for a mail ballot proceeding to allow property owners the opportunity to approve or reject an increase in the current CSD Zone E-3A parcel charge to retain maintenance at the full service level. The annual parcel charges collected for Zone E-3A may only be used for landscape maintenance services of the parkways associated with Zone E-3A. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the satisfactory maintenance of the landscaped areas, and administration of the Zone E-3A program.

Zone E-3, Moreno Valley Ranch – West, is presently at a reduced service level. Zone E-3 services are provided in accordance with the CSD Zone E Policy, No. 2.41, as originally adopted by the CSD Board on September 25, 2007, which describes the CSD Zone E Reduced Services. The Zone E-3 annual parcel charges received from properties within Zone E-3 are used to pay all costs to provide landscape maintenance of the parkways and medians within Zone E-3. The funds collected pay for water and electric utility charges, along with their designated contractor maintenance, which includes mowing, trimming, pruning, and weeding of turf, shrubs, and trees, fertilizer applications, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, providing staff support, and other items necessary for the

satisfactory maintenance of the landscaped and median at a reduced service level, and the administration of the Zone E-3 program.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

SUMMARY

The CSD furnishes ongoing landscape maintenance of extensive parkways and medians within its Zone E through the use of contract services. At the end of the initial term, the maintenance agreement may be renewed for up to three additional twelve month periods. Staff is recommending that the CSD Board exercise its option to authorize the first Extension Agreement with Bemus Landscape, Inc., for an additional twelve months.

NOTIFICATION

Not applicable.

ATTACHMENTS

1. Project E-3 and E-3A Vicinity Maps
2. First Extension Agreement

Prepared By
Sharon Sharp
Senior Management Analyst

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

Concurred By
Candace E. Cassel
Special Districts Division Manager

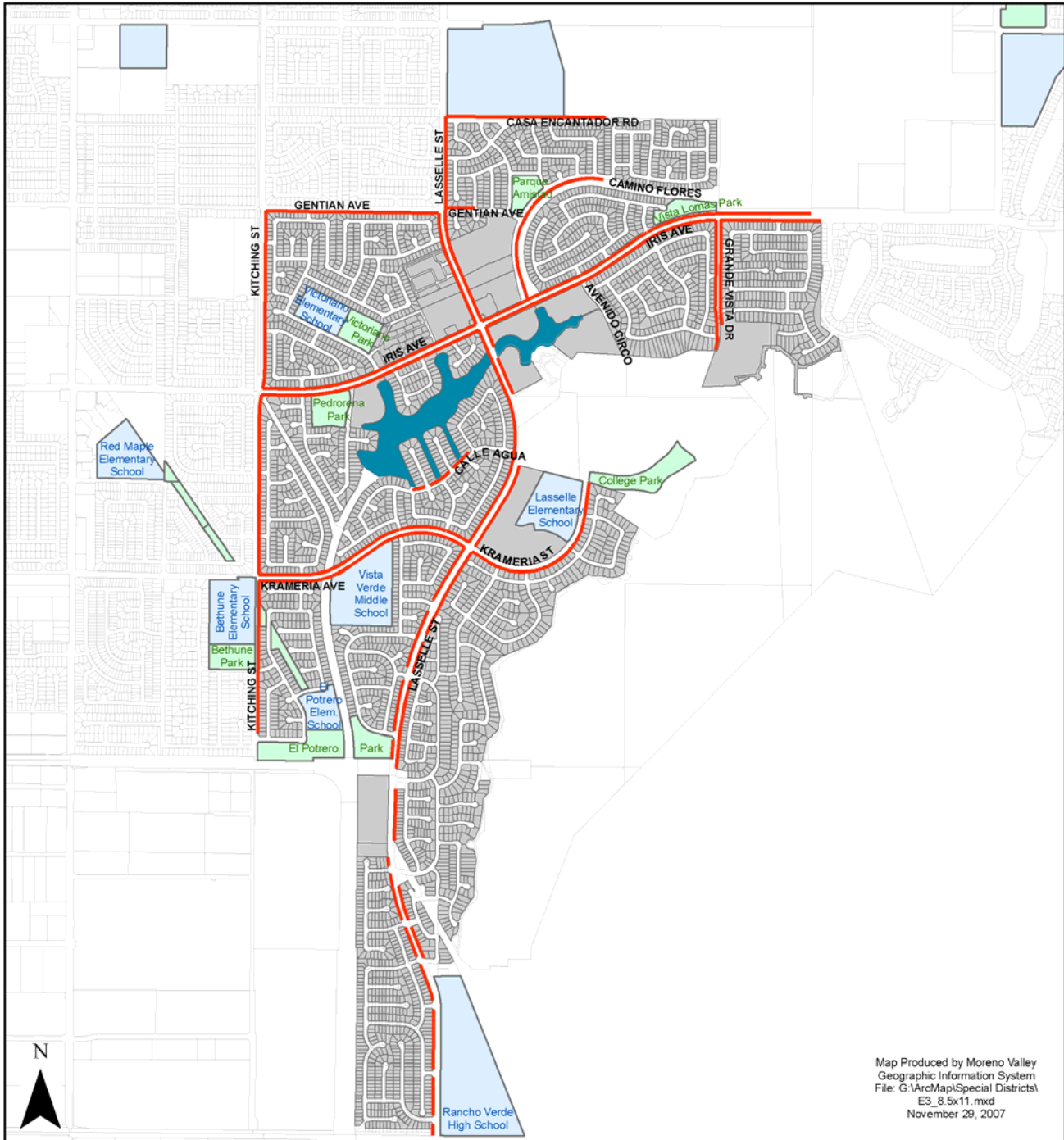
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Zone E\2011-12\Contracts\Staff Reports\2011\E-3 STF RPT_Contract Extensionv4.doc

This page intentionally left blank.

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-3 • Moreno Valley Ranch - West



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E3_8.5x11.mxd
November 29, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. 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
- Zone E-3 Parcels

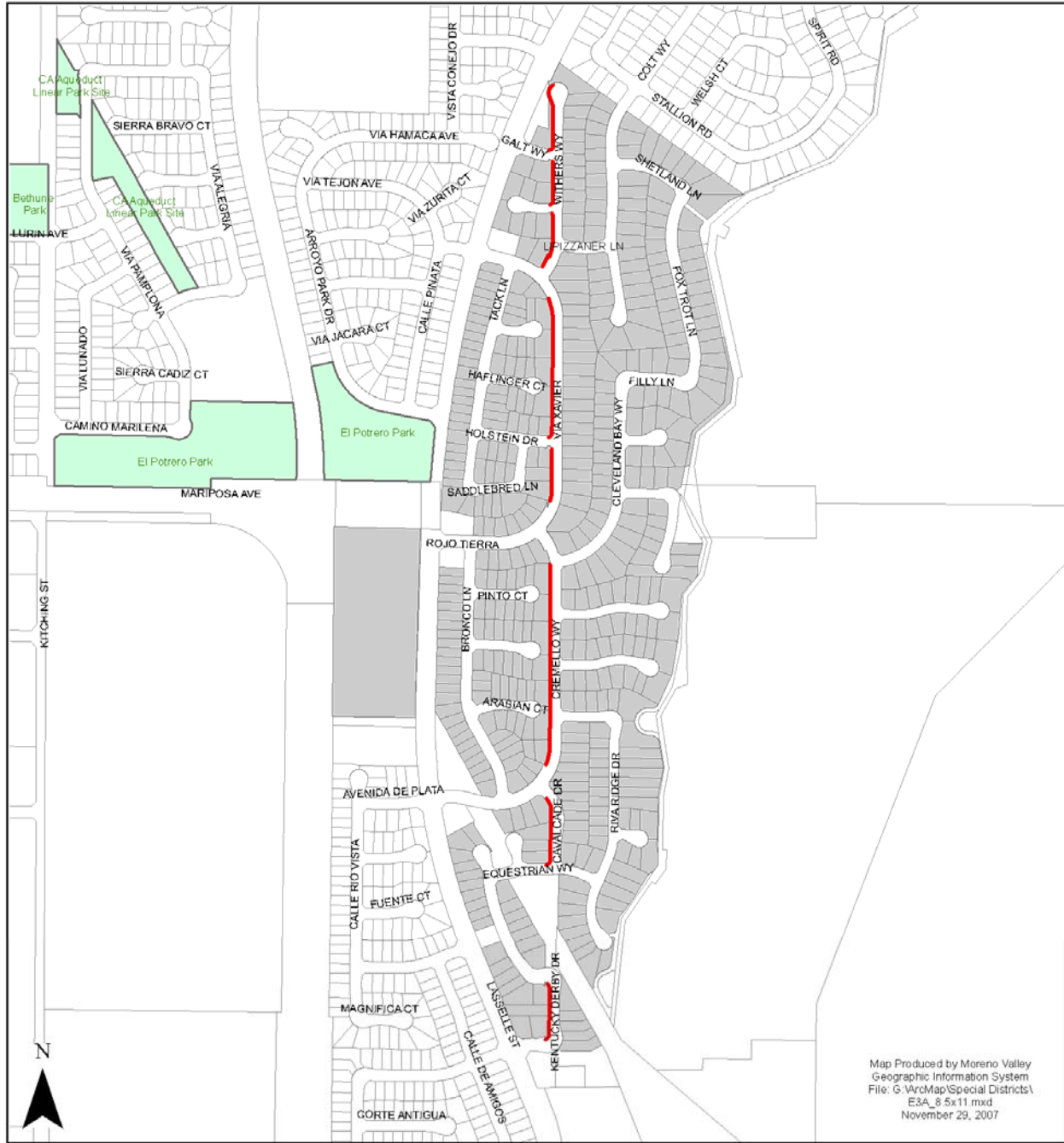


ATTACHMENT 1

This page intentionally left blank.

Moreno Valley Community Services District Extensive Landscaping & Irrigation

Zone E-3A • Lasselle Powerline Parkway



Map Produced by Moreno Valley
Geographic Information System
File: G:\ArcMap\Special Districts\
E3A_8 5x11.mxd
November 29, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. 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
- Zone E-3A Parcels



ATTACHMENT 1

This page intentionally left blank.

EXTENSION AGREEMENT
PROJECT NO. E-3/10
MORENO VALLEY RANCH - WEST
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Bemus Landscape, Inc.**, (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 29, 2010, referencing Project No. E-3/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **ELEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$11,625.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$139,500.00)**
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$0.015/ sq. ft. / mo.**
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.011/ sq. ft. / mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$13,260.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT 2

Dated: _____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Company Name

(Corporate Seal)

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

EXTENSION AGREEMENT
PROJECT NO. E-3/10
MORENO VALLEY RANCH - WEST
MAINTENANCE OF LANDSCAPING AND IRRIGATION

THIS AGREEMENT is made and entered into by and between the Moreno Valley Community Services District (hereafter, "District") and **Bemus Landscape, Inc.**, (hereafter, "Contractor").

WHEREAS, the District and Contractor entered into an agreement dated June 29, 2010, referencing Project No. E-3/10 regarding maintenance of District landscaping and irrigation systems (hereafter, "Agreement").

WHEREAS, pursuant to the terms of the Agreement, both parties wish to extend the Agreement by a period of twelve (12) months under the following additional terms:

1. The extension period shall commence on **July 1, 2011**, and shall terminate on **June 30, 2012**.
2. In accordance with paragraph 5(b) of the Agreement, this Extension shall be considered the first of four possible extensions of the Agreement.
3. Notwithstanding paragraph 3(b) of the Agreement, for the period of this Extension and except where additional compensation is specifically provided for in the Agreement, the District will pay the Contractor for all work (labor, materials, supplies, equipment, etc.) performed under this Extension the total amount of **ELEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$11,625.00)** per month, one month in arrears, on the last day of the month. The total contract amount for the twelve (12) month extension period shall not exceed **ONE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$139,500.00)**
4. Notwithstanding paragraph 3(f) of the Agreement, the unit cost set forth in the Additional Work Price List, Section B. for any landscape areas added to the project during the period of this Extension shall be as follows:
 - a. Additional parkway areas, turf (trees up to 18-foot height, as applicable). **\$0.015/ sq. ft. / mo.**
 - b. Additional parkway areas, planters (trees up to 18-foot height, shrubs, ground cover included, as applicable). **\$0.011/ sq. ft. / mo.**
5. Notwithstanding paragraph 3(h) of the Agreement, for the period of this Extension and except as specifically approved by subsequent action of the District Board of Directors, the Director may not authorize additional work pursuant to this Extension or the original Agreement in excess of the cumulative total of **THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$13,260.00)**.
6. Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

ATTACHMENT 2

Dated: _____

MORENO VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Mayor, acting in the capacity
of President to the Moreno
Valley Community Services District

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Company Name

(Corporate Seal)

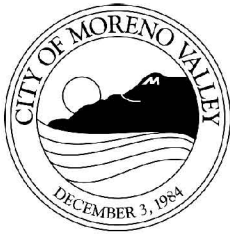
<u>INTERNAL USE ONLY</u>
ATTEST:
_____ City Clerk
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head

**MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

This page intentionally left blank.



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

Report to City Council

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: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: ADOPTION OF RESOLUTIONS AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY TO THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends that:

1. The City Council, acting in its capacity as the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley (RDA) adopt Resolution No. RDA 2011-06 authorizing the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.
2. The City Council adopt Resolution No. 2011-41 authorizing accepting the transfer of certain real property (the Moreno Valley Senior Center) from the RDA to the City of Moreno Valley for an amount equal to \$2,686,600.

BACKGROUND

The City of Moreno Valley is taking action to refund the 1997 Variable Rate Certificates of Participation. The City requires additional City owned assets to secure the private placement loan proposed with Banc of America Public Capital Corp. Staff is proposing to transfer title to the Moreno Valley Senior Center located at 25075 Fir Avenue in the City of Moreno Valley from the Redevelopment Agency (Agency) to the City.

DISCUSSION

On March 8, 2011, the City Council and the Community Redevelopment Agency of the City of Moreno Valley (RDA) took action to affirm the outstanding debt owed by the RDA to the City in the form of a Cooperative Agreement. The total outstanding debt owed by the RDA to the City as of March 8, 2011 is \$57,283,676. Staff is proposing to transfer the ownership of the Moreno Valley Senior Center from the RDA to the City in exchange for the reduction of debt in the amount of the most recent appraised value of the Senior Center, or \$2,686,600. This will reduce the outstanding debt owed to the City by the RDA to a reduced amount of \$54,597,076. Staff will return to City Council with an updated debt service schedule within 6 months.

ALTERNATIVES

1. Adopt the proposed resolution approving the transfer of the Senior Center property from the RDA to the City, allowing the refinancing of the 1997 Variable Rate Certificates of Participation.
2. Do not adopt the proposed resolution and direct staff to not proceed with the current plans as recommended by the Finance Subcommittee to refinance the 1997 Variable Rate Certificates of Participation with a fixed rate private placement loan with Banc of America Public Capital Corp.

FISCAL IMPACT

The proposed action will reduce the debt and debt service owed by the RDA to the City. The debt principle will reduce from \$57,283,676 to \$54,597,076. This reduction is based on the transfer of ownership of the Senior Center from the RDA to the City in exchange for reducing the debt owed by the appraised value of \$2,686,600.

CITY COUNCIL GOALS

Revenue diversification and preservation; and positive environment.

SUMMARY

The Finance Subcommittee is recommending proceeding with the refunding of the 1997 Variable Rate Certificates of Participation with a fixed rate private placement loan with Banc of America Public Capital Corp at a fixed rate of 2.92%. The City requires sufficient assets to pledge as security against the proposed fixed rate private placement loan with Banc of America Public Capital Corp. The proposed action transfers the City's Senior Center from the RDA to the City for the sum of \$2,686,600. The outstanding debt owed by the RDA to the City is reduced by this amount. Staff will update the outstanding debt worksheet and schedule of payments reflecting this transfer as part of the FY 2010-11 year end procedures.

NOTIFICATION

Publication of the agenda

ATTACHMENTS/EXHIBITS

Exhibit A – Resolution No. RDA 2011-06 of the Community Redevelopment Agency of the City of Moreno Valley authorizing the transfer of certain real property to the City of Moreno Valley

Attachment 1 – Grant Deed

Exhibit B – Resolution No. 2011-41 of the City of Moreno Valley authorizing the execution of a substitution of trustee and full reconveyance relating to a deed of trust executed by the Community Redevelopment Agency of the City of Moreno Valley, as Trustor, for the benefit of the City, as beneficiary, and approving the transfer of real property conveyed by the Agency to the City

Attachment 1 – Grant Deed

Attachment 2 - Substitution of Trustee and Full Reconveyance

.

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Concurred By:
Richard Teichert
Financial & Administrative Services Director

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

This page intentionally left blank.

RESOLUTION NO. RDA 2011-06

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO VALLEY
AUTHORIZING THE TRANSFER OF CERTAIN REAL
PROPERTY TO THE CITY OF MORENO VALLEY

RESOLVED, by the Community Redevelopment Agency of the City of Moreno Valley (the "Agency"), as follows:

WHEREAS, the City of Moreno Valley (the "City"), working together with Moreno Valley Public Facilities Financing Corporation (the "Corporation"), has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, in connection with such refinancing, the City proposes to enter into a lease/leaseback transaction with the Corporation;

WHEREAS, the property to be the subject of such lease/leaseback transaction includes the City's Senior Center located at 25075 Fir Avenue in the City (the "Senior Center");

WHEREAS, title to the Senior Center is currently held by the Agency and the Senior Center property is currently encumbered by a deed of trust (the "Deed of Trust") executed by the Agency, as trustor, for the benefit of the City, as beneficiary;

WHEREAS, for the Senior Center to be included as a portion of the property to be included in the lease/leaseback transaction, title to such property must be held by the City and such property must be unencumbered; and

Exhibit A

Resolution No. RDA 2011-_____
Adopted May 24, 2011

WHEREAS, to facilitate the lease/leaseback transaction, the City agrees to reconvey the Deed of Trust and the Agency agrees to transfer title to the Senior Center property to the City;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Agency hereby authorizes the transfer of title to the Senior Center property to the City at an amount equal to \$2,686,600.

Section 2. The Chair, the Executive Director, the Treasurer, the Secretary and all other appropriate officials of the Agency are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution.

Section 3. This Resolution shall take effect upon its adoption by the Agency.

PASSED AND ADOPTED by the Community Redevelopment Agency of the City of Moreno Valley this 24 day of May, 2011, by the following vote:

AYES:

NOES:

ABSENT:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO
VALLEY

By _____
Mayor

ATTEST:

Secretary

APPROVED AS TO FORM:

Exhibit A

Resolution No. RDA 2011-_____
Adopted May 24, 2011

City Attorney

Exhibit A

Resolution No. RDA 2011-_____
Adopted May 24, 2011

This page intentionally left blank.

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION in the amount of \$ \$2,686,600, receipt of which is hereby acknowledged, the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a body corporate and politic of the State of California

hereby GRANTS to the

CITY OF MORENO VALLEY, a municipal corporation

the following described real property in the County of Riverside, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Dated _____

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY

By _____
Executive Director

Attachment 1

NOTARY PAGE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2011, from the Community Redevelopment Agency of the City of Moreno Valley, a body corporate and politic, to the City of Moreno Valley, a municipal corporation (the "City"), is hereby accepted by the undersigned officer on behalf of the City of Moreno Valley, pursuant to authority conferred by resolution of the City of Moreno Valley, adopted on May 24, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF MORENO VALLEY

By _____
City Manager

This page intentionally left blank.

RESOLUTION NO. 2011-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE RELATING TO A DEED OF TRUST EXECUTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, AS TRUSTOR, FOR THE BENEFIT OF THE CITY, AS BENEFICIARY, AND APPROVING THE TRANSFER OF REAL PROPERTY CONVEYED BY THE AGENCY TO THE CITY

WHEREAS, the City, working together with Moreno Valley Public Facilities Financing Corporation (the "Corporation"), has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, in connection with such refinancing, the City proposes to enter into a lease/leaseback transaction with the Corporation;

WHEREAS, the property to be the subject of such lease/leaseback transaction includes the City's Senior Center located at 25075 Fir Avenue in the City (the "Senior Center");

WHEREAS, title to the Senior Center is currently held by the Community Redevelopment Agency of the City of Moreno Valley (the "Agency") and the Senior Center property is currently encumbered by a deed of trust (the "Deed of Trust") executed by the Agency, as trustor, for the benefit of the City, as beneficiary;

Exhibit B

Resolution No. 2011-____
Date Adopted:

WHEREAS, for the Senior Center to be included as a portion of the property to be included in the lease/leaseback transaction, title to such property must be held by the City and such property must be unencumbered; and

WHEREAS, to facilitate the lease/leaseback transaction, the City wishes to reconvey the Deed of Trust, the Agency wishes to transfer title to the Senior Center property to the City and the City wishes to accept such transfer;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The City Council hereby authorizes the reconveyance of the Deed of Trust and agrees to accept the transfer of title to the Senior Center property from the Agency.

Section 2. The Mayor, the City Manager, the Finance & Administrative Services Director, the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution.

Section 3. This Resolution shall take effect upon its adoption by this City Council.

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

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

Exhibit B

Resolution No. 2011-_____
Date Adopted:

City Attorney

Exhibit B

Resolution No. 2011-____
Date Adopted:

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)

Exhibit B

Resolution No. 2011-_____
Date Adopted:

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION in the amount of \$ \$2,686,600, receipt of which is hereby acknowledged, the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,
a body corporate and politic of the State of California

hereby GRANTS to the

CITY OF MORENO VALLEY, a municipal corporation

the following described real property in the County of Riverside, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Dated _____

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY

By _____
Executive Director

Attachment 1

NOTARY PAGE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____, 2011, from the Community Redevelopment Agency of the City of Moreno Valley, a body corporate and politic, to the City of Moreno Valley, a municipal corporation (the "City"), is hereby accepted by the undersigned officer on behalf of the City of Moreno Valley, pursuant to authority conferred by resolution of the City of Moreno Valley, adopted on May 24, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated _____

CITY OF MORENO VALLEY

By _____
City Manager

This page intentionally left blank.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Brian D. Quint, Esq.
Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, the MORENO VALLEY REDEVELOPMENT AGENCY, a public body corporate and politic, was the original Trustor, Stewart Title of California was the original Trustee, and the City of Moreno Valley was the original Beneficiary under that certain Deed of Trust with Assignment of Rents, dated as of March 8, 2011, recorded on March 16, 2011, as Instrument No. 2011-0118474 Official Records of Riverside County, State of California, and

WHEREAS, the undersigned Beneficiary is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder, the manner in said Deed of Trust provided,

NOW THEREFORE, the undersigned hereby substitutes the CITY OF MORENO VALLEY under said Deed of Trust. Further, said substituted Trustee, having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Substituted Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder.

This SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute one and the same instrument.

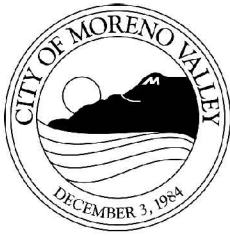
Dated: _____, 2011

BENEFICIARY and SUBSTITUTED TRUSTEE:

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council and the Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 24, 2011

TITLE: AMENDMENT NO. 1 - COOPERATION AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL & WATER DISTRICT, THE CITY OF MORENO VALLEY AND THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

RECOMMENDED ACTION

Staff recommends the City Council and Redevelopment Agency Board approve Amendment No. 1 for the Cooperation Agreement between Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley.

BACKGROUND

On April 12, 1988 the parties (Riverside County Flood Control, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley) entered into a Cooperative Agreement to establish a mutual understanding regarding redevelopment related to project improvements for flood control within the Redevelopment Project Area. The Cooperative Agreement established a mechanism for the distribution of tax increment, along with the identification and listing of potential flood control project improvements within the Redevelopment project Area. The listing of projects didn't obligate the Redevelopment Agency (RDA) to construct all or any of the potential projects, but merely identified Master Drainage Plan approved facilities that Riverside County Flood Control agrees may be funded with future RDA tax increment. The Cooperation Agreement also states that the listing may, from time to time, be amended—with the mutual consent of the RDA and Riverside County Flood Control.

DISCUSSION

Staff from Riverside County Flood Control and the City/RDA wishes to amend the listing of potential flood control improvements to include Line I and Line J. Both of these projects are approved facilities in Riverside County Flood Control's Master Drainage Plan. Further improvements on Line I and Line J will help with flood control management in the community, but are also needed to pursue road improvement projects on Cactus Avenue and Nason Street. Funding for these flood control improvements shall be in accordance with the Cooperation Agreement and shall be from RDA tax increment revenues, specified for this type of use.

An amendment to the Cooperation Agreement has been drafted to amend the listing of flood control improvement projects to add Lines I and J. The amendment has been approved to form by legal counsel for Riverside County and the City/RDA.

ALTERNATIVES

1. Approve the Amendment to the Cooperation Agreement. Staff recommends this alternative because it will allow for the funding and construction of needed master-planned flood control improvements.
2. Do not approve the Amendment to the Cooperation Agreement. Staff doesn't recommend this alternative because it will jeopardize the funding of flood control improvements and hinder the timing of pursuing two important capital improvement projects.

FISCAL IMPACT

The funding of the two flood control improvement projects—Lines I and J is estimated at \$6 million and shall be accomplished with designated funding through the RDA. The funding of the projects shall have NO impact on the City's General Fund.

SUMMARY

Riverside County Flood Control, the City and RDA entered into a Cooperation Agreement in April 1988, including the listing and identification of possible flood control projects in the RDA Project Area. The Agreement allows for amending the listing of projects with mutual consent of the RDA and Flood Control. Amendment No. 1 provides for adding Lines I and J to listing of flood control improvements.

ATTACHMENTS/EXHIBITS

Attachment A—Amendment No. 1 to the Cooperation Agreement between Riverside County Flood Control & Water Conservation District, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley

Attachment B—Cooperation Agreement between Riverside County Flood Control & Water Conservation District, the City of Moreno Valley and the Redevelopment Agency of the City of Moreno Valley

Prepared By/Department Head Approval:
 Barry Foster
 Community & Economic Development Director

Concurred By:
 Henry Garcia
 City Manager

Concurred By:
 Chris Vogt
 Public Works Director/City Engineer

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

This page intentionally left blank.

AMENDMENT NO. 1
COOPERATION AGREEMENT
BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
THE CITY OF MORENO VALLEY
AND
THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY", and the REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, hereinafter called "AGENCY", previously entered into that certain Cooperation Agreement, dated April 12, 1988, hereinafter called "AGREEMENT"; and

WHEREAS, the CITY and the AGENCY desire to add two (2) additional flood control drainage facilities; and

WHEREAS, the DISTRICT agrees to add said flood control drainage facilities, provided that these facilities are Master Drainage Plan approved facilities; and

WHEREAS, Section 3 of the AGREEMENT stipulates that the listing of Project Improvements on Exhibit A may be amended with the mutual consent of the AGENCY and DISTRICT.

NOW, THEREFORE, in consideration of the foregoing facts, the DISTRICT, the CITY and the AGENCY agree to amend the AGREEMENT as follows:

Exhibit A of the AGREEMENT is deleted and replaced with a new Exhibit A, attached hereto and made a part hereof.

Except as specifically modified herein, all other provisions of said AGREEMENT shall remain in full force and effect between the Parties hereto.

//

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on

_____.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Amendment No. 1
Cooperation Agreement
5/09/11
TT

CITY OF MORENO VALLEY, a municipal corporation

By: _____
Its: Mayor

ATTEST:

City Clerk

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF MORENO VALLEY, a
public body corporate and politic

By: _____
Chairman
“AGENCY”

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

ATTEST:

Agency Secretary

Amendment No. 1
Cooperation Agreement
5/09/11
TT

Exhibit A (Page 1 of 1)

MORENO VALLEY REDEVELOPMENT PROJECT

PROJECT IMPROVEMENTS

Master Drainage Plan	Facility	Station Limits	Eligible for Financing
Sunnymead	Line B	105+00 – 131+70	No
	Line B-5	19+90 – 22+80 & 0+00 – 12+50	Yes
	Line B-6	9+40 – 17+60	Yes
	Line B-7	0+00 – 25+90	No
	Line B-8, Stg I & B-10	0+00 – 10+00 & 0+00 – 13+20	Yes
	Line B-8, Stg II	10+60 – 44+00	
	Line B-9	0+00 – 10+00	Yes
	Line B-11	0+00 – 10+00	Yes
	Line B-12	0+00 – 13+80	No
	Line F (D/S of Hemlock)	119+00 – 125+00	No
	Line F-1	0+00 – 20+30	No
	Line G	0+00 – 10+60	No
	Line H (D/S of Hwy 60)	0+00 – 4+00	Yes
	Line H (Hwy 60 U/S to basin)		No
	Line H (U/S of basin)		No
	Line H-1 (in Indian)		No
	Line H-1 (to basin)		No
	Indian St. Basin (Master Plan)		
	Line H-4		No
	Line H-5 (D/S of Ironwood)		No
	Line H-12	0+00 – 13+00	Yes
	Line M-4	41+30 – 74+00	No
	Line M-5	0+00 – 11+40	No
	Line P-1	0+00 – 14+10	No
	Line P-2	0+00 – 48+90	No
	Line P-4	0+00 – 2+00	No
	Line P-5	0+00 – 2+00	No
Line P-6	0+00 – 13+10	No	
Line P-7	0+00 – 4+30	No	
Line T	0+00 – 25+40	No	
Moreno	Line G	106+80 – 127+80	No
	Line I		
	Line J		

Amendment No. 1
 Cooperation Agreement
 5/09/11
 TT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**COOPERATION AGREEMENT
BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
THE CITY OF MORENO VALLEY**

**AND
THE REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**

THIS AGREEMENT is entered into on the APR 12 1988 day of _____, 1988, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a public agency ("District"), and the REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, a public body ("Agency"), and THE CITY OF MORENO VALLEY, a municipal corporation ("City").

WHEREAS, City and Agency have adopted the Redevelopment Plan for the Moreno Valley Redevelopment Project ("Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.);

WHEREAS, District is an affected taxing entity which has general purpose and special bonded indebtedness ad valorem property taxes levied on its behalf by Riverside County's Assessor on all of the property located in the proposed project area in Fiscal Year 1987-88;

WHEREAS, District has submitted to the Agency objections regarding the detrimental financial impact the Project will have on the District;

WHEREAS, City and Agency have found and determined that there is substantial evidence to support their finding of detrimental financial impact for the District and it would be appropriate to alleviate any financial burden or detriment caused to District by the Project by authorizing payment to District of certain monies;

1 WHEREAS, Agency and City desire to resolve and settle once
2 and for all times, all present, past and future controversies,
3 claims, causes of action or purported causes of action, differen-
4 ces or disputes, both real and potential, arising against Agency
5 and City in relation to the Project and the Plan; and

6 WHEREAS, District, City and Agency, in consideration of the
7 mutual undertaking, desire to settle their differences and
8 cooperatively provide for the redevelopment of certain areas of
9 the City. This Agreement is a compromise and settlement of
10 claims and liabilities alleged by District in relationship to the
11 Project.

12 NOW, THEREFORE, in consideration of the foregoing and the
13 mutual promises and covenants contained herein, the parties here-
14 to agree as follows:

15 Section 1. Definitions

16 (a) "District" shall mean the Riverside County Flood Control
17 and Water Conservation District, a political subdivision of the
18 State of California.

19 (b) "City" shall mean the City of Moreno Valley, a municipal
20 corporation.

21 (c) "Agency" shall mean the Redevelopment Agency of the City
22 of Moreno Valley.

23 (d) "Project" and "Project Area" shall mean the specific
24 geographical areas and redevelopment activities as set forth in
25 the Redevelopment Plan for the Moreno Valley Redevelopment
26 Project.

27

28

1 (e) "Project Improvements" shall mean the specific flood
2 control improvements as set forth in Exhibit A which is attached
3 hereto and by this reference is incorporated herein.

4 Such improvements are, and must be, part of an approved
5 Master Drainage Plan. Project improvements for the purposes of
6 this Agreement shall not include those facilities not normally
7 funded by the District, namely developer convenience drains,
8 bridges and box culverts or pipes serving as bridges at street
9 crossings.

10 (f) "Project Costs" shall mean those costs paid by the Agen-
11 cy commencing with the date of this Agreement, for the construc-
12 tion of the Project Improvements, and shall be limited to the
13 direct costs to design, acquire right-of-way and construct the
14 Project Improvements. Project Costs for those Project Improve-
15 ments identified on Exhibit A as "Eligible for Financing" will
16 also include the prorata share of the financing costs associated
17 with such Project Improvements, including but not limited to,
18 interest, cost of issuance, refunding, refinancing, etc.

19 (g) "Tax Increment" shall mean that portion of property tax-
20 es resulting from the increase in assessed evaluation in the
21 Project Area over the base year assessed evaluations in the Proj-
22 ect Area, as defined in Section 33670 of the Health and Safety
23 Code. "Tax Increment" shall refer to those taxes raised as a
24 result of the 1% levy allowed under ARTICLE XIII A of the Con-
25 stitution of the State of California. "Tax Increment" as re-
26 ferred to in this Agreement, shall not include those taxes levied
27 in excess of the 1% general levy.

28

1 (h) "District Share" shall mean that portion of "Tax Incre-
2 ment" that, had there not been a redevelopment project adopted,
3 would be allocated and paid to District for the benefit of Dis-
4 trict's General Fund and the General Fund of Zone 4 of the Dis-
5 trict as computed by the County Auditor-Controller in accordance
6 with the applicable provisions of the Revenue and Taxation Code
7 of the State of California.

8 Section 2. Distribution of Tax Increment

9 (a) Commencing with Fiscal Year 1988-89 the County
10 Auditor-Controller shall allocate one hundred percent (100%) of
11 District Share to Agency. ~~Such allocation shall remain in effect~~
12 ~~until the total annual Tax Increment is 12 million dollars, at~~ *
13 ~~which time the County Auditor-Controller shall pay to the~~
14 ~~District, fifty percent (50%) of District Share, which is to be~~ *
15 ~~utilized for operation and maintenance.~~

16 (b) Commencing with the Fiscal Year in which the District is
17 paid 50% of District Share in accordance with Section 2(a) above,
18 ~~the Agency must annually demonstrate to the satisfaction of the~~
19 ~~District on a project by project basis, that the cumulative~~
20 ~~Project Costs paid by the Agency for the Project Improvements,~~
21 ~~exceeds the cumulative total of District Share received by the~~
22 ~~Agency, through the date of calculation. To the extent that the~~
23 ~~cumulative Project Costs paid by Agency exceed the cumulative~~
24 ~~total of District Share received by Agency, the District will~~
25 ~~cause the Auditor-Controller to pay to Agency from the remaining~~
26 ~~fifty percent (50%) of District Share, that sum needed to cause~~
27 ~~the two amounts to be equal. Any portion of the remaining fifty~~
28 ~~percent (50%) of District Share in excess of this amount, will be~~

1 paid to District by the Auditor-Controller.

2 (c) Nothing in this Agreement shall prohibit the District
3 from expending funds on the Project Improvements. Such
4 expenditures, however, shall not be considered Project Costs.

5 (d) It is the intent of the parties to this Agreement, that
6 over the effective life of the Redevelopment Plan, that the
7 cumulative total of District Share paid to Agency shall not
8 exceed the cumulative total of Project Costs expended by Agency
9 for the Project Improvements. It is their further intent that
10 financing costs associated with the Project Improvements be kept
11 to the lowest level possible.

12 Section 3. Project Improvements

13 In addition to the limitations set forth in Section 1(e), and
14 the listing of Project Improvements on Exhibit A, it is under-
15 stood that the Agency is not obligated to construct all listed
16 facilities, but such list merely identifies those Master Drainage
17 Plan approved facilities that the District agrees may be funded
18 with District Share. It should be further noted that such list-
19 ing may, from time to time, be amended with the mutual consent of
20 the Agency and District.

21 The District shall supervise and approve the design and con-
22 struction of the Project Improvements and, upon completion of
23 said Project Improvements, shall assume responsibility for their
24 maintenance.

25 Section 4. Section 63676 Resolution

26 Within 60 days of the executing this Agreement, District will
27 repeal the resolution that it has adopted pursuant to Section
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

63676 of the Health and Safety Code regarding the Plan and the Project.

Section 5. Modification and Termination

If, after this Agreement is executed, State enacts laws or policies in conflict with all or any portion of this Agreement, Agency and District may mutually agree to excuse performance of all or any portion of this Agreement by Agency or District. In the event any section or portion of this Agreement shall be held, found or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties thereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

Section 6. Effective Date and Term

This Agreement shall become effective upon the date of execution of this Agreement and shall remain in effect during the term of the Redevelopment Plan.

Section 7. Entire Agreement

This Agreement constitutes the entire, complete and final expression of agreements between the parties.

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

3
4 DATED: May 6, 1988

CITY OF MORENO VALLEY
By Raymond Tanner
Mayor

6 ATTEST:
7 By Talvie A. Burrows
8 City Clerk

9
10 DATED: May 6, 1988

REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
By Raymond Tanner
Chairman

12 ATTEST:
13 By Talvie A. Burrows
Secretary

14 RECOMMENDED FOR APPROVAL:
15 Robert A. Nelson
16 KENNETH L. EDWARDS
Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
By Kay Cameron
Vice-Chairman, Board of Supervisors

17 DATED: 4/6/88

19 ATTEST:
20 GERALD A. MALONEY, Clerk
21 By Amy Adams
Deputy

FORM APPROVED
COUNTY COUNSEL
APR 1 1988
BY Timothy Davis

22 AGRMT305.MASTER

23
24
25 APPROVED AS TO FORM:
26 DATE 5/5/88
27 BY: [Signature]
28 CITY ATTORNEY
CITY OF MORENO VALLEY

MORENO VALLEY REDEVELOPMENT PROJECT

EXHIBIT "A"

PROJECT IMPROVEMENTS

Sunnymead Master Drainage Plan

<u>Facility</u>	<u>Station Limits</u>	<u>Eligible for Financing</u>
Line B	105+00 - 131+70	No
Line B-5	19+90 - 22+80	Yes
	& 0+00 - 12+50	
Line B-6	9+40 - 17+60	Yes
Line B-7	0+00 - 25+90	No
Line B-8, Stg I & B-10	0+00 - 10+00	Yes
	& 0+00 - 13+20	
Line B-8, Stg II	10+60 - 44+00	
Line B-9	0+00 - 10+00	Yes
Line B-11	0+00 - 10+00	Yes
Line B-12	0+00 - 13+80	No
Line F (D/S of Hemlock)	119+00 - 125+00	No
Line F-1	0+00 - 20+30	No
Line G	0+00 - 10+60	No
Line H (D/S of Hwy 60)	0+00 - 4+00	Yes
Line H (Hwy 60 U/S to basin)		No
Line H (U/S of basin)		No
Line H-1 (in Indian)		No
Line H-1 (to basin)		No
Indian St. Basin (Master Plan)		
Line H-4		No
Line H-5 (D/S of Ironwood)		No
Line H-12	0+00 - 13+00	Yes
Line M-4	41+30 - 74+00	No
Line M-5	0+00 - 11+40	No
Line P-1	0+00 - 14+10	No
Line P-2	0+00 - 48+90	No
Line P-4	0+00 - 2+00	No
Line P-5	0+00 - 2+00	No
Line P-6	0+00 - 13+10	No
Line P-7	0+00 - 4+30	No
Line T	0+00 - 25+40	No
Moreno Master Drainage Plan		
Line G	106+80 - 127+80	No

DPZ:bjp

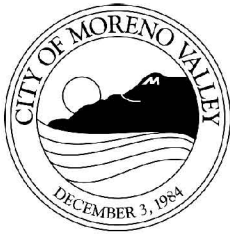
Item No. C.4

**MINUTES - REGULAR MEETING OF MAY 10, 2011 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council, acting in their respective capacities as the President and Board members of the Moreno Valley Public Facilities Financing Corporation

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: May 24, 2011

TITLE: ADOPTION OF RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY OF MORENO VALLEY VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT)

RECOMMENDED ACTION

The Finance Sub-committee of the City Council recommends:

1. The Board of Directors of the Moreno Valley Public Facilities Financing Corporation adopt Resolution No. MVPFFC 2011-01 authorizing the execution of certain lease financing documents in connection with the refunding of the City of Moreno Valley's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to.

BACKGROUND

The City, through the Moreno Valley Public Facilities Financing Corporation, issued \$10,955,000 in 1997 Variable Rate Certificates of Participation to fund the refinancing of the 1995 Lease Agreement to purchase the City Hall facility. The City pledged to make lease payments to the Moreno Valley Public Facilities Financing Corporation in the amount of about \$805,000 annually through November, 2016, to repay this debt. The lease repayments are allocated to each of the departments that occupy the City Hall building and paid through the Facilities Internal Service Fund. The remaining

outstanding debt, which runs through November 2016, is \$4,260,000 with semi-annual interest payment which is based on a variable interest rate which resets weekly.

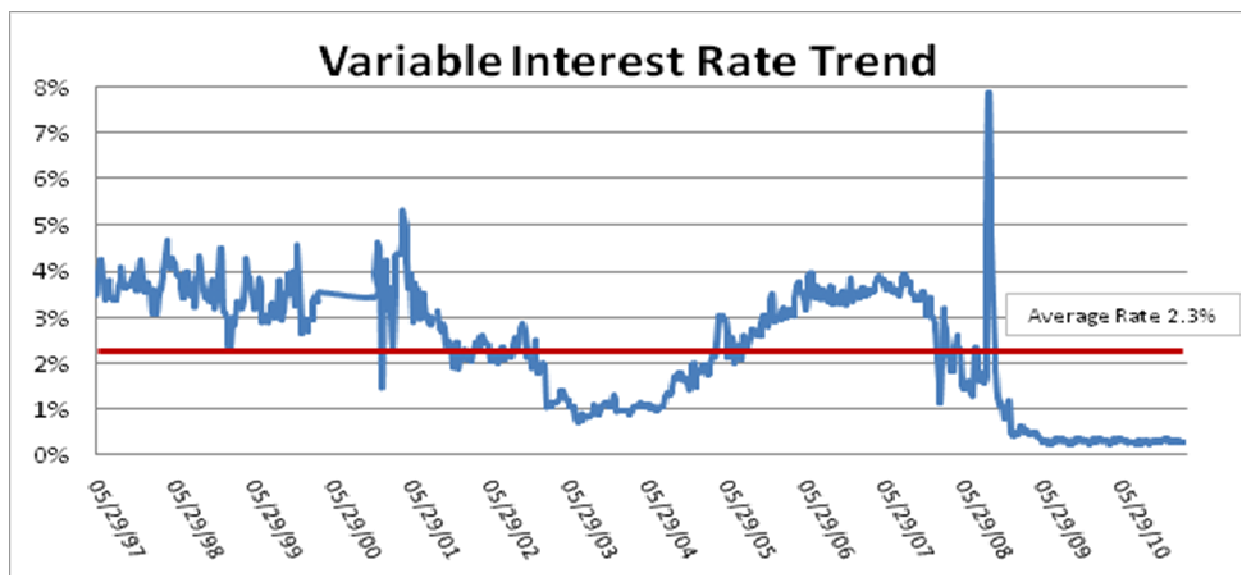
In August 2011, the current letter of credit agreement between Union Bank, N.A. and the City which underlies this bond issue expires. In variable rate debt instruments the letter of credit is the basis of the instrument in that it provides the liquidity to backstop the weekly remarketing of the bond coupons.

Staff has discussed the opportunity to take advantage of favorable levels in interest rates and to lock in a relatively low fixed rate ahead of an anticipated upward movement in interest rates. This refinancing would result in payments which are slightly higher than those being made currently but will lock in a rate which staff anticipates will translate to costs which will be substantially lower than what the variable rate market will experience in coming years.

DISCUSSION

Variable rate debt relies on a fixed principal payment coupled with interest payments that fluctuate with the market just as the adjustable rate home mortgage. Interest rates are linked to an index such as the London Interbank Offered Rate (LIBOR) and as that index moves so does the interest rate paid on the bond. These adjustments are made to the interest rate periodically, in this case weekly, in what is called a “reset”. Investors have the option during these resets to continue to hold the bonds or to “put” the security back to the issuer. A remarketing agent must then find a new buyer or if none can be found call on the liquidity provider, also known as the letter of credit provider, to purchase the securities. The letter of credit provided typically charges a fee to standby in the case no purchasers can be found. In August 2011 the current letter of credit agreement between the City and Union Bank is set to expire. Since the letter of credit is one of the key components of a variable rate debt instrument, the City’s ability to access a letter of credit at a fair price becomes an important consideration.

During the fifteen year period since May 1997, when this bond was issued, overall interest rates moved in a manner that was very beneficial for the City. As seen in the following table, rates remained fairly constant for the first three years followed by a drop in rates which resulted from the market turmoil after the terrorist attacks on September 11, 2001. In early 2004 as the market stabilized, rates fairly quickly returned to a more normal level where they remained relatively constant for a couple of years. Then in mid 2007, at the beginning of the recession, rates plummeted to historic lows where they have remained with the exception of a spike in late 2008 due to the failure of a couple of large investment banks and fears that other banks may not have been able to generate liquidity to meet funding requirements.



With interest rates hitting historical low levels twice over fifteen years, the City has been able to take advantage of extremely low interest costs related to the 1997 Variable Rate Demand Certificates of Participation. During that period the interest rate applicable to this bond averaged 2.3%. However, with six years remaining on these bonds and because the markets reflect rates which are well below what would be considered normal levels, it is anticipated that rates will increase to levels which are considered to reflect more normal market levels before these bonds mature. To identify the options that are available to the City and determine the most prudent action related to these bonds, the City issued a request for proposal to seven banks. Three of the banks contacted have branches within the City limits, Bank of America-Merrill Lynch, California Bank & Trust and Wells Fargo. Of these seven banks, three responded with both fixed and variable rate options. Attachment 1 summarizes the responses.

The key difference between the alternatives is choosing whether to lock in costs using a fixed rate structure which would lock in the interest rate and simplify budgeting and cash flow management, or continuing to utilize variable rate debt structures which would continue to take advantage of record low interest rates in the short term but would expose the City to market risk or interest rate risk, which is the risk that interest rates will move higher in the future exposing the City to increasing interest costs.

Based on the data provided in response to the RFP and additional data that was identified following the responses, staff worked with Mr. James Fabian and Mr. Paul Pender of Fieldman, Rolapp and Associates and determined that a private placement with a fixed interest rate was the most appropriate option to pursue. The advantage of using a private placement is that it can be completed quickly without much of the formalities required of a public offering. The private placement process reduces the issuance expense and maximizes savings to the City. It can also be completed quickly, ensuring the City can complete the refunding and take advantage of unprecedented low interest rates in the current market. This structure was determined to be the most beneficial for the following reasons:

- The significant increase in the renewed letter of credit fee. Currently 110 bps proposed to increase to 160 bps.
- The term for the renewed Letter of Credit would only be three years.
- California State Teachers Retirement System, who is the Letter of Credit partner with Union Bank on this financing, announced that they will not be participating in variable rate debt structures beyond 2014.
- Fixed rate securities are pricing at historically low levels.
- Interest rates are expected to rise back to more normal levels before this bond matures in six years. Fixed rate securities would address the market risk or interest rate risk associated with a climbing rate market.

Based on the results of the RFP process, Banc America Public Capital Corp provided the most competitive bid for a fixed rate private placement loan at a rate of 2.92% through 2016, creating potentially significant savings. The estimated debt issuance cost through the private placement process is expected to be about \$100,000. While the savings compared to the current year are minimal, staff anticipates that the savings impact will be realized in years 3 through 6 of the private placement as interest rates rise to more normal market ranges, which would be significantly higher than those experienced today.

ALTERNATIVES

The following alternatives are available to City. The Finance Sub-committee of the City Council recommends Alternative 1.

1. Let the current Letter of Credit agreement expire and defease the current bond with a fixed rate private placement issue with Banc of America Public Capital Corp, of approximately \$4,343,500 and authorize the City Manager to sign the related loan documents.
2. Let the current Letter of Credit agreement expire and defease the current bond with a variable rate private placement issue of approximately \$4,343,500 and authorize the City Manager to sign the related loan documents.
3. Renew the current Letter of Credit at current pricing levels and continue with the variable rate structure with Union Bank through 2014.

FISCAL IMPACT

The savings that will be realized in the current year are minimal. It is anticipated that the savings impact will be realized in years 3 through 6 of the private placement as interest rates experienced by the variable rate market rise to more normal market ranges which would be significantly higher than those available today in the fixed rate market.

SUMMARY

The City has an opportunity to lock in a low and stable interest cost and the potential to create future savings in General Fund debt service through a refunding of the 1997 Demand Variable Rate Certificates of Participation that funded the refinancing of the 1995 Lease Agreement for the purchase of the City Hall.

Staff has worked with Financial Advisors Fieldman and Rolapp to conduct a competitive RFP for both fixed rate and Letter of Credit options. During their meeting on April 13, 2011, the Finance Sub-committee of the City Council considered the proposed refunding and made the recommendation to move this item forward for consideration by the full Council. The sub-committee has made a recommendation that the City Council approve Alternative No. 1 to proceed with the private placement loan with Banc of America Public Capital Corp. which has the potential to reduce the expense structure over the long term and is consistent with the objective of reducing the structural General Fund budget deficit. Options 2 and 3 do not address the risk of higher interest rates in the future. The refunding would tentatively close on June 1, 2011. Moving quickly improves the likelihood of completing this transaction within today's very favorable interest rate conditions and before the current Letter of Credit agreement expires.

ATTACHMENTS

Exhibit A – Resolution No. MVPFFC 2011-01 authorizing the execution of certain lease financing documents in connection with the refunding of the City of Moreno Valley's Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project), and authorizing and directing certain actions with respect there to.

- Attachment 1 – Site and Facility Lease
- Attachment 2 – Lease Agreement
- Attachment 3 – Assignment Agreement
- Attachment 4 - Termination Agreement

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

This page intentionally left blank.

RESOLUTION NO. MVPFFC 2011-01

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE REFUNDING OF THE CITY OF MORENO VALLEY VARIABLE RATE DEMAND CERTIFICATES OF PARTICIPATION (1997 CITY HALL REFINANCING PROJECT), AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Moreno Valley Public Facilities Financing Corporation (the "Corporation"), as follows:

WHEREAS, the City of Moreno Valley (the "City"), working together with Corporation, has heretofore caused the execution and delivery of the \$10,955,000 Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation to provide for the refunding and defeasance of certificates of participation executed and delivered in 1995 to finance the acquisition of land and the construction of the Moreno Valley City Hall;

WHEREAS, the 1997 Certificates are currently outstanding in the principal amount of \$4,260,000 and interest with respect to the 1997 Certificates is payable at a variable interest rate which is set weekly and payable monthly;

WHEREAS, the City has determined at this time, due to prevailing interest rates in the municipal bond market and for other reasons, to refinance its obligations with respect to the 1997 Certificates on a fixed rate basis to maturity on November 1, 2016;

WHEREAS, it is in the public interest and for the public benefit that the Corporation authorize and direct execution of certain financing documents in connection therewith; and

WHEREAS, the documents below specified have been filed with the Corporation and the members of the Board, with the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. The below-enumerated documents, substantially in the forms on file with the Secretary, be and are hereby approved, and the President, the Executive Director or the Chief Financial Officer, or the designee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, the execution thereof to be conclusive

Exhibit A

Resolution No. MVPFFC 2011-01
Adopted May 24, 2011

evidence of such approval, and the Secretary is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the City, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), pursuant to which the City will lease certain existing real property and the improvements thereon (the "Property") to the Corporation;

(b) a lease agreement, by and between the Corporation, as lessor, and the City, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the City;

(c) an assignment agreement, by and between the Corporation and Banc of America Public Capital Corp (the "Assignee"), pursuant to which the Corporation will assign certain of its rights under the Site and Facility Lease and the Lease Agreement, including its right to receive lease payments thereunder, to the Assignee; and

(d) a termination agreement, by and among the City, Wells Fargo Bank, National Association, as successor trustee for the 1997 Certificates (the "1997 Trustee") and the Corporation, whereby the City, the Corporation and the 1997 Trustee agree to terminate the documents relating to the 1997 Certificates.

Section 2. The President, the Executive Director, the Chief Financial Officer, the Secretary and other officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this resolution and the lease financing herein authorized.

Section 3. This Resolution shall take effect upon its adoption by the Board.

NOW, THEREFORE, THE MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

APPROVED AND ADOPTED this 24th day of May, 2011.

By _____
President

ATTEST:

Secretary

Exhibit A

Resolution No. MVPFFC 2011-01
Adopted May 24, 2011

APPROVED AS TO FORM:

City Attorney

Exhibit A

Resolution No. MVPFFC 2011-01
Adopted May 24, 2011

This page intentionally left blank.

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of June 1, 2011

by and between the

CITY OF MORENO VALLEY, as Lessor

and the

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, as Lessee

Attachment 1

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of June 1, 2011, is by and between the CITY OF MORENO VALLEY, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State of California (the "City"), as lessor, and the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee;

WITNESSETH:

WHEREAS, pursuant to this Site and Facility Lease, the City proposes to lease those certain parcels of real property situated in the City of Moreno Valley, Riverside County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to refinance the acquisition, construction, installation, modernization and equipping of improvements to various City facilities and, in particular, to provide for the refunding of the Variable Rate Demand Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation;

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to that certain Lease Agreement, dated of June 1, 2011, a memorandum of which is recorded concurrently herewith (the "Lease Agreement") and to assign all of its rights, title and interest in, to and under this Site and Facility Lease and the Lease Agreement, including its right to receive lease payments under the Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under the Lease Agreement in the event of a default thereunder by the City, to Banc of America Public Capital Corp (the "Assignee") pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in the City of Moreno Valley, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of the County of Riverside, State of California, and shall end on November 1, 2016, unless such term is extended or sooner terminated as hereinafter provided. If, on November 1, 2016, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid by reason of abatement, default or otherwise, or provision shall not have

been made for their payment in accordance with the Lease Agreement, then the term of this Site and Facility Lease shall be extended until such Lease Payments shall be fully paid or provision made for such payment, but in no event later than November 1, 2026. If, prior to November 1, 2016, all Lease Payments shall be fully paid or provision made for such payment in accordance with the Lease Agreement, the term of this Site and Facility Lease shall end.

Section 4. Advance Rental Payment. The City agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental payment of \$4,343,500. The City and the Corporation agree that by reason of the assignment of the Lease Payments to the Assignee under and pursuant to the Assignment Agreement, the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. City's Interest in the Site and the Facility. The City covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Property, except as provided in the Lease Agreement and the Assignment Agreement, without the written consent of the City and the Assignee. If the City is in default under the Lease Agreement, the Assignee (including its successors and assigns under the Lease Agreement) may fully and freely assign and sublease the Property or any portion thereof, subject to this Site and Facility Lease.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the City.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the City will continue to pay the Lease Payments to the Assignee.

In the event of the occurrence of an Event of Default under the Lease Agreement, the Corporation may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Property subject to the provisions of the Lease Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the City hereby releases each and every Boardmember, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No Boardmember, director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Property (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Property thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid principal component of the Lease Payments and any then unpaid interest component of the Lease Payments to the date such amounts are remitted to the Corporation or its assignee, and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City. The City hereby waives, to the extent permitted by law, any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Property through the eminent domain powers of the City. However, the City hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the City with respect to the Property shall be in an amount not less than the total unpaid principal component of Lease Payments plus the interest component of Lease Payments accrued to the date of payment of all Lease Payments under the Lease Agreement.

Section 15. Use of the Proceeds. The City and the Corporation hereby agree that the lease to the Corporation of the City's right and interest in the Property pursuant to Section 2 serves the public purposes of the City.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, at the addresses set forth in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under the Lease Agreement.

Section 20. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 21. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 22. No Merger. Neither this Site and Facility Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the City to the Property under this Site and Facility Lease and the City's leasehold interest therein under the Lease Agreement.

Section 23. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

Attest:

Name _____
City Clerk

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Name _____
Title _____

Attest:

Name _____
Secretary

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

Senior Center Site (APN 479-070-044)

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Corporation Yard Site (APN 486-170-018, 19, 20, 21, 22, 23 & 24)

Parcels 1, 2 and 3 of Parcel Map No. 15686, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 93, Page(s) 31 and 32, of Parcel Maps, Records of Riverside County, California.

EXHIBIT B

DESCRIPTION OF THE FACILITY

Senior Center. Located at 25075 Fir Avenue in the City, the Senior Center is a 14,700 square foot facility completed in 1992. The facility houses the City's senior programs and acts as the hub for City's senior population. The facility is comprised of a state-of-the-art warming kitchen where meals are served every weekday. The spacious main room is suitable for meetings, conferences and includes a lighted stage and complete sound system. The center also has a fitness room, library/computer room with internet access, billiards room, handicapped-accessible restrooms and a warm inviting foyer. An outdoor patio is also included which is suitable for gatherings and public meetings.

Corporate Yard. Located at 15670 Perris Boulevard in the City the Corporate Yard is the center of activity for the City's street and infrastructure maintenance programs. The property totals 18 acres with the primary building, constructed in 1970 and made of concrete block and metal siding, totaling 57,876 square feet. This yard houses staff who perform the functions of Purchasing/Stores, Street Maintenance, Fleet Maintenance and Parks Maintenance. This property is also used for the storage of city vehicles, various road materials and replacement parts for city equipment such as traffic signals, electric utility equipment etc. Future plans for this property include the construction of a \$ 49 million state-of-the-art corporate yard with Phase I of the improvements scheduled to begin construction by the summer or early fall of 2011.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of June 1, 2011

by and between the

**MORENO VALLEY PUBLIC FACILITIES FINANCING
CORPORATION, as Sublessor**

and the

CITY OF MORENO VALLEY, CALIFORNIA, as Sublessee

Attachment 2

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions.....2
Section 1.2. Interpretation.....4

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City.....5
Section 2.2. Covenants, Representations and Warranties of the Corporation.....6

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds.....8
Section 3.2. Termination of 1997 Lease Agreement.....8

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Corporation Back to City.....9
Section 4.2. Term9
Section 4.3. Lease Payments.....9
Section 4.4. Quiet Enjoyment.....10
Section 4.5. Title 11
Section 4.6. Release of Excess Property.....11
Section 4.7. Substitution of Property12

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments.....13
Section 5.2. Modification of Property13
Section 5.3. Public Liability Insurance.....13
Section 5.4. Casualty Insurance14
Section 5.5. Rental Interruption Insurance14
Section 5.6. Worker’s Compensation Insurance14
Section 5.7. Recordation Hereof; Title Insurance14
Section 5.8. Insurance Net Proceeds; Form of Policies.....15
Section 5.9. Installation of City’s Personal Property15
Section 5.10. Liens.....15
Section 5.11. Advances.....15
Section 5.12. Environmental Covenants.....16
Section 5.13. City Consents to Assignment Agreements.....16

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain17
Section 6.2. Application of Net Proceeds.....17
Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction18

ARTICLE VII
OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties.....	20
Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry	20
Section 7.3. Release and Indemnification Covenants	20
Section 7.4. Assignment Agreement by the Corporation	21
Section 7.5. Assignment Agreement and Subleasing by the City	21
Section 7.6. Amendment of Lease Agreement.....	21
Section 7.7. Tax Covenants.....	22
Section 7.8. Financial Statements; Budgets.....	22

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.....	23
Section 8.2. Remedies on Default.....	23
Section 8.3. No Remedy Exclusive.....	25
Section 8.4. Agreement to Pay Attorneys' Fees and Expenses.....	25
Section 8.5. No Additional Waiver Implied by One Waiver.....	25
Section 8.6. Assignee to Exercise Rights.....	25

ARTICLE IX
PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit.....	26
Section 9.2. Optional Prepayment.....	26
Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.....	26

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices.....	28
Section 10.2. Binding Effect.....	28
Section 10.3. Severability.....	28
Section 10.4. Net-net-net Lease	28
Section 10.5. Further Assurances and Corrective Instruments.....	28
Section 10.6. Execution in Counterparts.....	29
Section 10.7. Applicable Law.....	29
Section 10.8. Captions.....	29

EXHIBIT A	DESCRIPTION OF THE SITE
EXHIBIT B	DESCRIPTION OF THE FACILITY
EXHIBIT C	SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of June 1, 2011, is by and between the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF MORENO VALLEY, a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of June 1, 2011 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in the City of Moreno Valley, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to refinance the acquisition, construction, installation, modernization and equipping of improvements to various City facilities and, in particular, to provide for the refunding of the \$10,955,000 Certificates of Participation (1997 City Hall Refinancing Project) (the "1997 Certificates") evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to a lease agreement with the Corporation;

WHEREAS, the Corporation proposes to lease the Property back to the City pursuant to this Lease Agreement and to assign all of its rights, title and interest in, to and under this Lease Agreement, including its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City and its rights under the Site and Facility Lease, to Banc of America Public Capital Corp (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee; and

WHEREAS, the City and the Corporation have agreed to enter into this Lease Agreement providing for Lease Payments with an aggregate principal component in the amount of \$_____ for the purpose of implementing the financing transactions described above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease Agreement.

"Applicable Environmental Laws" means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

"Assignee" means (a) initially, Banc of America Public Capital Corp., as assignee of all rights, title and interests of the Corporation hereunder, and (b) any other entity to whom the rights of the Corporation hereunder are assigned, including subsequent assignees of the Assignee.

"Assignment Agreement" means the Assignment Agreement, dated as of June 1, 2011, between the Corporation, as assignor of its rights under the Site and Facility Lease and this Lease Agreement, and the Assignee, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

"City" means the City of Moreno Valley, California, a municipal corporation and general law city organized and existing under the laws of the State.

"City Representative" means the Mayor, the City Manager, the Finance Director, or the designee of any such official, or any other person authorized by resolution delivered to the

Trustee to act on behalf of the City under or with respect to the Site and Facility Lease and the Lease Agreement.

"Closing Date" means the date of execution and delivery of this Lease Agreement by the parties hereto, being June 1, 2011.

"Corporation" means Moreno Valley Public Facilities Financing Corporation, a nonprofit, public benefit corporation, organized and existing under the laws of the State.

"Event of Default" means any of the events of default as defined in Section 8.1.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

"Fiscal Year" means each twelve-month period during the Term of this Lease Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the City as its fiscal year period.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Facilities, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Lease" means this Lease Agreement dated as of June 1, 2011, between the Corporation and the City.

"Lease Payment Date" means May 1 and November 1 in each year, commencing November 1, 2011, and continuing to and including the date on which the Lease Payments are paid in full.

"Lease Payments" means all payments required to be paid by the City under Section 4.4, including any prepayment thereof under Sections 9.2 or 9.3.

"Net Proceeds" means any insurance or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"1997 Certificates" means the \$10,955,000 Certificates of Participation (1997 City Hall Refinancing Project) evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City as the rental for certain property pursuant to the 1997 Lease Agreement.

"1997 Lease Agreement" means that certain Lease Agreement, dated as of June 1, 1997, by and between the Corporation and the City.

"1997 Trustee" means Wells Fargo Bank, National Association, as successor trustee with respect to the 1997 Certificates.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the City may permit to remain unpaid under Article VI of this Lease Agreement; (b) the Site and Facility Lease, this Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy issued with respect to the Property issued as of the Closing Date; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the City certifies in writing will not materially impair the use of the Property for its intended purposes.

"Property" means, collectively, the Site and the Facility.

"Rental Period" means each period during the Term of the Lease commencing on and including November 2 in each year and extending to and including the next succeeding November 1. The first Rental Period begins on the Closing Date and ends on November 1, 2011.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of June 1, 2011, by and between the City, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term of this Lease Agreement" or "Term" means the time during which this Lease Agreement is in effect, as provided in Section 4.2.

Section 1.2. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1. Covenants, Representations and Warranties of the City. The City makes the following covenants, representations and warranties to the Corporation as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The City is a municipal corporation and general law city, duly organized and existing under and by virtue of the laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site and Facility Lease and this Lease Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the City has duly authorized the execution and delivery by the City of the Site and Facility Lease and this Lease Agreement.

(b) *Due Execution*. The representative of the City executing the Site and Facility Lease and this Lease Agreement has been fully authorized to execute the same by a resolution duly adopted by the City Council of the City.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease and this Lease Agreement have been duly authorized, executed and delivered by the City and constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms.

(d) *No Conflicts*. The execution and delivery of the Site and Facility Lease and this Lease Agreement, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the City is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease or this Lease Agreement or the financial condition, assets, properties or operations of the City.

(e) *Consents and Approvals*. No consent or approval of any trustee or holder of any indebtedness of the City or of the voters of the City, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease and this Lease Agreement, or the consummation of any transaction therein and herein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation*. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the City after reasonable investigation, threatened against or affecting the City or the assets, properties or operations of the City which, if determined adversely to the City or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease and this Lease Agreement or upon the financial condition, assets, properties or operations of the City, and the City is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default

might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease Agreement, or the financial condition, assets, properties or operations of the City.

(g) *Sufficient Funds*. The City reasonably believes that sufficient funds can be obtained to make all Lease Payments and all other amounts required to be paid pursuant to this Lease Agreement.

(h) *No Defaults*. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(i) *Fee Title*. The City is the owner in fee of title to the Property. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held.

(j) *Use of the Property*. During the term of this Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(k) *Change in Financial Condition*. The City has experienced no material change in its financial condition since June 30, 2010.

(l) *Hazardous Substances*. The Property is free of all Hazardous Substances, and the City is in full compliance with all Applicable Environmental Laws.

(m) *Flooding Risk*. The Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(n) *Value of Property*. The insured value of the Property (real property replacement cost) is not less than \$6,103,000.

(o) *Essential to City Operations*. The Property is essential to the City's efficient and economic operations and the lease thereof for use by the City is in the best interest of the City.

Section 2.2. Covenants, Representations and Warranties of the Corporation. The Corporation makes the following covenants, representations and warranties to the City as of the date of the execution and delivery of this Lease Agreement:

(a) *Due Organization and Existence*. The Corporation is a joint powers authority duly organized and existing under the laws of the State, has full legal right, power and authority to enter into the Site and Facility Lease, this Lease Agreement and the Assignment Agreement and to carry out and consummate all transactions on its part contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery by the Corporation of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement.

(b) *Due Execution*. The representative of the Corporation executing the Site and Facility Lease, this Lease Agreement and the Assignment Agreement is fully authorized to execute the same under official action taken by the City Council of Directors of the Corporation.

(c) *Valid, Binding and Enforceable Obligations*. The Site and Facility Lease, this Lease Agreement and the Assignment Agreement have been duly authorized, executed and delivered

by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site and Facility Lease, this Lease Agreement and the Assignment Agreement, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site and Facility Lease, this Lease Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site and Facility Lease, this Lease Agreement or the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS

Section 3.1. Deposit of and Application of Funds. On the Closing Date, the Assignee shall cause the amount of \$_____ to be deposited with the 1997 Trustee to be used to reimburse the draw on the letter of credit supporting the 1997 Certificates, the proceeds of such draw having been applied to the redemption of the 1997 Certificates. Such amount shall be derived from amounts paid by the Assignee under the Assignment Agreement. In addition, a portion of the amounts paid by the Assignee under the Assignment Agreement shall be applied by the Assignee to pay financing costs of the transaction in the amount of \$_____.

Section 3.2. Termination of 1997 Lease Agreement. As a result of the redemption of the 1997 Certificates, the 1997 Lease Agreement has been discharged and terminated in accordance with its terms. On the Closing Date, the City shall enter into an agreement terminating the 1997 Lease Agreement, and shall cause an executed copy of said agreement to be recorded in the office of the Riverside County Recorder.

ARTICLE IV

LEASE OF PROPERTY; LEASE PAYMENTS

Section 4.1. Sublease of Property by the Corporation Back to the City.

(a) The Corporation hereby subleases the Property to the City, and the City hereby subleases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's subleasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Section 4.2. Term. The Term of this Lease Agreement commences on the date of recordation of this Lease Agreement and ends on November 1, 2016, or the date on which all of the Lease Payments have been paid in full. If on November 1, 2016, the Lease Payments payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental interruption insurance or other sources, or the City shall have defaulted in its payment of Lease Payments hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, as necessary to accommodate the final payment of all Lease Payments due hereunder, not to exceed ten (10) years. The provisions of this Section 4.2 are subject to the provisions of Section 6.1 relating to the taking in eminent domain of the Property or any portion thereof.

Section 4.3. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Sections 6.1 and 6.3 and the provisions of Article IX, the City agrees to pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Exhibit C. The Lease Payments payable in any Rental Period with respect to the Property shall be for the use of the Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 2.92% per annum, on the basis of a 360-day year of twelve 30-day months. The City understands that the Assignee will send an invoice to the City in advance of each Lease Payment.

(b) *Effect of Prepayment.* If the City prepays all Lease Payments in full under Sections 9.2 or 9.3, the City's obligations under this Section will thereupon cease and terminate. If the City prepays the Lease Payments in part but not in whole under ~~the first sentence of Section 9.2 or~~ Section 9.3, the principal components of the remaining Lease Payments will be reduced on a pro rata basis; and the interest component of each remaining Lease Payment will be reduced on a pro rata basis.

(c) *Rate on Overdue Payments.* If the City fails to make any of the payments required in this Section 4.3, the payment in default will continue as an obligation of the City until the amount in default has been fully paid, and the City agrees to pay the same with interest thereon, from the date of default to the date of payment at the rate of 12% per annum or any lesser maximum legal rate.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Property for such Rental Period, and will be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments are not in excess of the fair rental value of the Property. In making this determination, consideration has been given to the estimated fair market value of the Property, the estimated replacement cost of the Property, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the City, subject to the provisions of Sections 6.1, 6.3 and 9.1. The City covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the City herein contained constitute duties imposed by law and it is the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City.

(f) *Allocation of Rental Payments.* All Lease Payments received shall be applied first to the interest components of the Lease Payments due hereunder, then to the principal components of the Lease Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

(g) *No Offsets.* Notwithstanding any dispute between the Corporation, or Assignee as the Corporation's assignee, and the City, the City shall make all Lease Payments when due without deduction or offset of any kind and shall not withhold any Lease Payments pending the final resolution of such dispute.

(h) *Assignment Agreement.* The City understands and agrees that all Lease Payments have been assigned by the Corporation to the Assignee under the Assignment Agreement recorded concurrently herewith, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees, to pay to the Assignee (or to its assignees as directed pursuant to Section 7.4 hereof) all payments payable by the City under this Section 4.3 and all amounts payable by the City under Article IX. Lease Payments shall be paid to the Assignee as follows:

Bank Name:	Bank of America
ABA/Routing #	0260-095903
Bank Address:	100 North Tryon Street Charlotte, NC
Beneficiary Name:	<u>Banc of America Public Capital Corp</u>
Account #	
Beneficiary Address:	2059 Northlake Parkway Atlanta, GA

Section 4.4. Quiet Enjoyment. Throughout the Term of this Lease Agreement, the Corporation will provide the City with quiet use and enjoyment of the Property and the City will peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the City and at the City's cost, join in any legal action in

which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation and the Assignee have the right to inspect the Property as provided in Sections 5.12(c) and 7.2.

Section 4.5. Title. At all times during the Term of this Lease Agreement, the City shall hold title to the Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease Agreement (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. Upon the payment in full of all Lease Payments allocable to the Property, or upon the deposit by the City of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Property shall be transferred to and vested in the City. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

Section 4.6. Release of Excess Property. The City may, at any time and from time to time, release any portion of the Property (the "Released Property") from the Lease, with the prior written consent of the Assignee, at the Assignee's sole discretion, and upon satisfaction of all of the following requirements which are conditions precedent to such release:

(a) The City shall certify to the Corporation and the Assignee that no Event of Default has occurred and is continuing, and no event giving rise to an abatement of Lease Payments under Section 6.3 has occurred or is continuing with respect to the Property to be remaining following release of the Released Property;

(b) The City shall file with the Corporation and the Assignee, and cause to be recorded in the office of the Riverside County Recorder, an amendment to this Lease Agreement which deletes the Released Property from the description of the Property;

(c) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated value of the real property which will remain leased under this Lease Agreement following such release is at least equal to the original principal components of the Lease Payments and upon request of the Assignee, the City shall provide to the Assignee additional information and documents to evidence the value of the remaining portion of the Property;

(d) The City shall file with the Corporation and the Assignee a written certificate of the City stating the City's determination that the estimated fair rental value, for each remaining Rental Period and in the aggregate, of the Property remaining after release of the Released Property is at least equal to the remaining Lease Payments for each remaining Rental Period and in the aggregate; and

(e) The City shall file with the Corporation and the Assignee such other information, documents and instruments as the Corporation or the Assignee shall reasonably request, including (if requested) an independent appraisal or evidence of the insurable value of the Property to be remaining following release of the Released Property, indicating that such value is in excess of the then unpaid principal component of the Lease Payments.

Upon the satisfaction of all such conditions precedent, the Term of this Lease Agreement will thereupon end as to the Released Property. The City is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a

result of such release. The Corporation and the City shall execute, deliver and cause to be recorded all documents required to discharge this Lease Agreement of record against the Released Property.

Section 4.7. Substitution of Property. (a) In the event of damage or destruction of the Property due to earthquake or other uninsured casualty for which rental interruption insurance is not available, the City shall substitute under the Site and Facility Lease and this Lease Agreement one or more parcels of unimpaired and unencumbered real property, the fair rental value of which, for each remaining Rental Period and in the aggregate, shall be at least equal to the remaining Lease Payments hereunder.

(b) If for any reason the City is unable to so substitute real property for the Property with a fair rental value at least equal to the remaining Lease Payments hereunder, the City shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

(c) In the event the City is unable to implement the actions described in subsections (a) and (b) above, the City and the Corporation hereby agree that the obligations evidenced by this Lease Agreement shall be the senior encumbrance on the Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease Agreement and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Exhibit C hereto for such Rental Period have been paid in full.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property are the sole responsibility of the City, and the City will pay for or otherwise arrange for the payment of all utility services supplied to the Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the City under the terms of this Lease Agreement.

The City will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City is obligated to pay only such installments as are required to be paid during the Term of this Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation shall notify the City that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation.

Section 5.2. Modification of Property. The City has the right, at its own expense, to make additions, modifications and improvements to the Property or any portion thereof. All additions, modifications and improvements to the Property will thereafter comprise part of the Property and become subject to the provisions of this Lease Agreement. Such additions, modifications and improvements may not in any way damage the Property, or cause the Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements.

Section 5.3. Public Liability Insurance. The City shall maintain or cause to be maintained throughout the Term of this Lease Agreement a standard comprehensive general insurance policy or policies in protection of the City, the Assignee and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Such policy or policies must provide coverage with limits of at least \$ 1,000,000 per occurrence, \$3,000,000 in the aggregate, for bodily injury and property damage coverage,

and excess liability umbrella coverage of at least \$5,000,000, and in all events in form and amount (including any deductibles) satisfactory to the Assignee. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 5.4. Casualty Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, casualty insurance against loss or damage to all buildings situated on the Property and owned by the City, in an amount at least equal to the greater of the replacement value of the insured buildings and the aggregate principal amount of the Lease Payments outstanding, with a lender's loss payable endorsement. Such insurance must, as nearly as practicable, cover loss or damage by all "special form" perils. Such insurance shall be subject to a deductible of not to exceed \$250,000. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including, with the Assignee's prior written consent, a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.5. Rental Interruption Insurance. The City will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease Agreement, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any future 24 month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City, and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance; provided that such rental interruption insurance shall not be self-insured by the City. The City will apply the Net Proceeds of such insurance towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Section 5.6. Worker's Compensation Insurance. If required by applicable California law, the City shall carry worker's compensation insurance covering all employees on, in, near or about the Property and, upon request, shall furnish to the Corporation certificates evidencing such coverage throughout the Term of this Lease Agreement. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the City (including a self insurance program), and may be maintained in whole or in part in the form of the participation by the City in a joint powers authority or other program providing pooled insurance.

Section 5.7. Recordation Hereof; Title Insurance. On or before the Closing Date, the City shall, at its expense, (a) cause this Lease Agreement, the Site and Facility Lease and the Assignment Agreement, or a memorandum hereof or thereof in form and substance approved by Bond Counsel, to be recorded in the office of the Riverside County Recorder with respect to the Property, and (b) obtain a CLTA title insurance policy insuring the Assignee's interests in the leasehold estate established under the Site and Facility Lease and hereunder in the Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Lease Payments. The City will apply the Net Proceeds of such insurance as provided in Section 6.2.

Section 5.8. Insurance Net Proceeds; Form of Policies. All insurance policies (or riders) required by this Article V and provided by third party insurance carriers shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective. Each insurance policy or rider required by Sections 5.3, 5.4 and 5.5 and provided by third party insurance carriers shall name the City and the Assignee as insured parties and the Assignee as loss payee and shall include a lender's loss payable endorsement for the benefit of the Assignee. In the case of coverage pursuant to Section 5.3, the Assignee shall be added as an additional insured for coverage up to \$1,000,000. Prior to the Closing Date, the City will deposit with the Assignee policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), the City will furnish to the Assignee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V unless such insurance is no longer obtainable, in which event the City shall notify the Assignee of such fact.

Section 5.9. Installation of City's Personal Property. The City may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Property. All such items shall remain the sole property of the City, in which the Corporation has no interest, and may be modified or removed by the City at any time. The City must repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement prevents the City from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Property.

Section 5.10. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than as herein contemplated and except for such encumbrances as the City certifies in writing to the Corporation do not materially and adversely affect the leasehold estate in the Property hereunder and for which the Assignee provides its prior written approval, which approval shall be at Assignee's sole discretion. Except as expressly provided in this Article V, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Advances. If the City fails to perform any of its obligations under this Article V, the Assignee or the Corporation may take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

Section 5.12. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Assignee, and the City will notify the Assignee in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Assignee.

(c) *Access for Inspection.* The City will permit the Assignee, its agents, or any experts designated by the Assignee to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Assignee has no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.13. City Consent to Assignment Agreements. Certain of the Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments, and the Site and Facility Lease, are being assigned to the Assignee pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Assignee or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Assignee or its assignees to protect their interests in the Property and in this Lease Agreement.

ARTICLE VI

EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain. If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments in an amount equal to the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Corporation and communicated to the Assignee such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award*.

(i) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be deposited by the City promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund."

(ii) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Corporation and the Assignee in writing of its determination either (A) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City and the Net Proceeds, together with other moneys available therefor, are sufficient to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 hereof, or (B) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property and the fair rental value of the Property following such repair, restoration, replacement, modification or improvement will at least equal the unpaid Lease Payments.

(iii) In the event the City's determination is as set forth in clause (A) of subparagraph (ii) above, such Net Proceeds shall be promptly applied to the prepayment of Lease Payments pursuant to Section 9.3 of this Lease Agreement; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be so applied only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 9.3 of this Lease Agreement and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be applied to the prepayment of Lease Payments only if the resulting Lease Payments following such prepayment from Net Proceeds represent fair consideration for the remaining portions of the Property and otherwise such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, evidenced by a certificate signed by a City Representative.

(iv) In the event the City's determination is as set forth in clause (B) of subparagraph (ii) above, such Net Proceeds shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and until the Property has been restored to its prior condition, the City shall not place any lien or encumbrance on the Property that is senior to this Lease Agreement without the prior written consent of the Assignee, at its sole discretion.

(b) *From Eminent Domain Award.* If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited by the City in the Insurance and Condemnation Fund and shall be applied and disbursed as follows:

(i) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(ii) If the City has given written notice to the Corporation and the Assignee of its determination that (A) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under this Lease Agreement, and (B) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Corporation and the Assignee, and the City shall apply such amounts for such repair or rehabilitation.

(iii) If (A) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Corporation and the Assignee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (B) all of the Property shall have been taken in such eminent domain proceedings, then the City shall credit such proceeds towards the prepayment of the Lease Payments pursuant to Section 9.3 of this Lease Agreement.

(iv) In making any determination under this Section 6.2(b), the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Corporation and the Assignee. Any such determination by the City shall be final.

(c) *From Title Insurance.* The Net Proceeds from a title insurance award shall be deposited by the City in the Insurance and Condemnation Fund and credited towards the prepayment of Lease Payments required to be paid pursuant to Section 9.3 of this Lease Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any portion thereof to the extent to be agreed upon by the City, the Corporation and the Assignee. The parties agree that the amounts of the Lease Payments under such

circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined to be greater than the fair rental value of the portions of the Property not damaged or destroyed, based upon an appropriate method of valuation, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as evidenced by a Certificate of a City Representative to the Corporation and the Assignee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Insurance and Condemnation Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS OF THE CITY

Section 7.1. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. THE CITY ACKNOWLEDGES THAT THE CITY LEASES THE PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement for the existence, furnishing, functioning or use of the Property by the City.

Section 7.2. Access to the Property; Grant and Conveyance of Right of Entry. The City agrees that the Corporation, and the Corporation's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the City, to enter upon and to examine and inspect the Property or any part thereof. The City further agrees that the Corporation, and the Corporation's successors or assigns shall have such rights of access to the Property or any component thereof, following at least 48 hours written notice provided to the City, as may be reasonably necessary to cause the proper maintenance of the Property if the City fails to perform its obligations hereunder. Neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

The City further grants, conveys and confirms to the Corporation, for the use, benefit and enjoyment of the Corporation, its successors in interest to the Property, including the Assignee, and its sublessees, and their respective employees, invitees, agents, independent contractors, patrons, customers, guests and members of the public visiting the Property, a right of entry which shall be irrevocable for the Term of this Lease Agreement over, across and under the property of the City adjacent to the Property to and from the Property for the purpose of: (a) ingress, egress, passage or access to and from the Property by pedestrian or vehicular traffic; (b) installation, maintenance and replacement of utility wires, cables, conduits and pipes; and (c) other purposes and uses necessary or desirable for access to and from and for operation and maintenance of the Property.

Section 7.3. Release and Indemnification Covenants. The City hereby indemnifies the Corporation, the Assignee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any negligence or willful misconduct of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (d) any intentional misconduct or negligence of any sublessee of the City with respect to the Property, (e) the acquisition, construction, improvement and equipping of the Property, (f) the clean-up of any Hazardous Substances or toxic wastes from the Property, or (g) any claim alleging violation of any Applicable Environmental Laws, or the authorization of payment of the costs thereof. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct or gross negligence under this Lease Agreement by the Corporation, the Assignee, or their respective officers, agents, employees, successors or assigns. The indemnification hereunder shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the Term of this Lease Agreement for any reason. The City and the Corporation each agree to promptly

give notice to each other and the Assignee of any claim or liability hereby indemnified against following learning thereof.

Section 7.4. Assignment Agreement by the Corporation. The Corporation's rights, title and interests under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City hereunder, have been assigned to the Assignee. The City hereby consents to such assignment. Whenever in this Lease Agreement any reference is made to the Corporation and such reference concerns rights which the Corporation has assigned to the Assignee, such reference shall be deemed to refer to the Assignee (including its assignees).

The Assignee may make additional assignments of its rights, title and interests herein, but no such assignment will be effective as against the City unless and until the Assignee has filed with the City written notice thereof. The City shall pay all Lease Payments hereunder to the Assignee, as provided in Section 4.3(h) hereof, or under the written direction of the assignee named in the most recent assignment or notice of assignment filed with the City. During the Term of this Lease Agreement, the City will keep a complete and accurate record of all such notices of assignment.

Section 7.5. Assignment Agreement and Subleasing by the City. This Lease may not be assigned, mortgaged, pledged or transferred by the City. The City may sublease the Property, or any portion thereof, with the prior written consent of the Assignee, at the Assignee's sole discretion, subject to all of the following conditions:

(a) This Lease and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City, and any sublease shall be subject and subordinate to this Lease Agreement.

(b) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Assignee a true and complete copy of such sublease.

(c) No such sublease by the City may cause the Property to be used for a purpose other than as may be authorized under the provisions of the laws of the State.

(d) The City shall furnish the Corporation and the Assignee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State.

(e) Any such sublease shall be subject and subordinate in all respects to the Site and Facility Lease and this Lease Agreement.

Notwithstanding the foregoing, in connection with any sublease entered into for financing purposes, the principal component of the then remaining Lease Payments plus the principal component of the sublease payments shall not exceed the value of the Property.

Section 7.6. Amendment of Lease Agreement. This Lease may be amended with the prior written consent of the Corporation and the Assignee (at the Assignee's sole discretion) provided such amendment does not, in the Assignee's sole judgment, adversely affect the Assignee.

Section 7.7. Tax Covenants.

(a) *Generally.* The City will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Lease Payments to become includable in gross income of the Assignee for federal income tax purposes.

(b) *Private Activity Bond Limitation.* The City will ensure that the proceeds of the Lease Payments are not so used as to cause the City's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The City will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Lease Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The City will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Lease Payments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Lease Payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The City will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Lease Payments.

~~[(f) *Bank Qualification.* The City hereby designates this Lease Agreement for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except qualified 501(c)(3) bonds as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), this Lease Agreement, has been or will be issued by the City, including all subordinate entities of the City, during the calendar year 2011.]~~

Section 7.8. Financial Statements; Budgets. Within two hundred seventy (270) days following the end of each Fiscal Year of the City during the Term of this Lease Agreement, the City will provide the Corporation and the Assignee with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. At Assignee's request, the City will provide the Assignee with a copy of its annual budget and any interim updates or modifications to such budget.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation or the Assignee. However, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30-day period, the Corporation and the Assignee shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the City within such 30-day period and diligently pursued until the default is corrected.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease Agreement or its execution, delivery or performance shall have been false, incorrect, misleading or breached in any material respect on the date when made.

(e) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which the City is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by the Assignee or any affiliate of the Assignee, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$1,000,000.

(f) Any default by the City to observe any covenant, condition or agreement on its part to be observed or performed under the Site and Facility Lease.

Section 8.2. Remedies on Default. Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease Agreement; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease Agreement shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, if the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of this Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place in Riverside County for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The City agrees to surrender and quit possession of the Property upon demand of the Corporation for the purpose of enabling the Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the sum of Lease Payments plus costs and expenses incurred by the Corporation for its services in re-leasing the Property shall be paid to the City.

(b) *Termination of Lease.* If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property, subject to the Site and Facility Lease. If the Corporation terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by the City (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be applied by the Corporation to Lease Payments due under this Lease Agreement. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property, or of the remainder of the Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site and Facility Lease.* If an Event of Default occurs and continues hereunder, the Corporation may exercise its rights under the Site and Facility Lease.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

Section 8.4. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Lease Agreement defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

Section 8.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 8.6. Assignee to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article VIII have been assigned by the Corporation to the Assignee, to which assignment the City hereby consents. Such rights and remedies shall be exercised solely by the Assignee.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

Section 9.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may on any date secure the payment of the Lease Payments in whole or in part by depositing with a fiduciary reasonably satisfactory to the Assignee, in trust, an amount of cash, which shall be held in a segregated trust or escrow fund under a trust or escrow agreement that is in form and content acceptable to the Assignee, which cash so held is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (b) invested in whole in non-callable Federal Securities maturing not later than the dates such funds will be required to make Lease Payments or any prepayment in an amount which is sufficient, in the opinion of an independent certified public accountant (which opinion must be in form and substance, and with such an accountant, acceptable to the Assignee and addressed and delivered to the Assignee), together with interest to accrue thereon and without reinvestment and together with any cash which is so deposited, to pay such Lease Payments when due under Section 4.3(a) or when due on any optional prepayment date under Section 9.2, as the City instructs at the time of said deposit; *provided, however*, that at or prior to the date on which any such security deposit is established, the City shall deliver to the Assignee an opinion of Bond Counsel (in form and substance acceptable to the Assignee) to the effect that any such security deposit will not adversely affect the excludability of the interest component of Lease Payments from gross income of the owners thereof for federal income tax purposes. In the event of a security deposit under this Section with respect to all unpaid Lease Payments, (i) the Term of this Lease Agreement shall continue, (ii) all obligations of the City under this Lease Agreement, and all security provided by this Lease Agreement for said obligations, shall thereupon cease and terminate, excepting only (A) the obligation of the City to make, or cause to be made, all of the Lease Payments from such security deposit and, to the extent of any deficiency, as rent payable from other legally available funds of the City, and (B) the release and indemnification obligations of the City under subparagraphs (f) and (g) of Section 7.3, and (iii) under Section 4.5, the Corporation's leasehold interest in the Property will vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. The City hereby grants a first priority security interest in and the lien on said security deposit and all proceeds thereof in favor of the Corporation and the Assignee. Said security deposit shall be deemed to be and shall constitute a special fund for the payment of Lease Payments in accordance with the provisions of this Lease Agreement and, notwithstanding anything to the contrary herein, Lease Payments therefrom shall not be subject to abatement under Section 6.3 hereof to the extent payable from the funds held by the fiduciary as described in the first sentence of this Section 9.1.

Section 9.2. No Optional Prepayment. ~~The City may not prepay the unpaid principal components of the Lease Payments prior to November 1, _____. The City may prepay the unpaid principal components of the Lease Payments in whole only, on any Lease Payment Date on or after November 1, _____, by paying a prepayment price equal to the principal components of the Lease Payments to be prepaid, together with the interest required to be paid on such Lease Payment Date, without premium. The City shall give the Corporation and the Assignee notice of its intention to exercise its option not less than 30 days in advance of the date of exercise.~~ The Lease Payments are not subject to optional prepayment.

Section 9.3. Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain. The City shall be obligated to prepay the unpaid principal components of the Lease Payments in whole or in part on any date, from and to the extent of any proceeds of insurance award or condemnation award with respect to the Property to be used for such purpose under Section 6.2. The City and the Corporation hereby agree that such proceeds, to the extent

remaining after payment of any delinquent Lease Payments, shall be credited towards the City's obligations under this Section 9.3.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. Any notice, request, complaint, demand or other communication under this Lease Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Corporation, the City and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Corporation: Moreno Valley Public Facilities Financing Corporation
c/o City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92522
Phone: (951) 413-3024
Fax: (951) 413-3096

If to the City: City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92522
Phone: (951) 413-3024
Fax: (951) 413-3096

If to the Assignee: Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contracts Administration
Fax: (415) 343-0531

Section 10.2. Binding Effect. This Lease inures to the benefit of and is binding upon the Corporation, the City and their respective successors and assigns.

Section 10.3. Severability. If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 10.4. Net-net-net Lease. This Lease is a "net-net-net lease" and the City hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 10.5. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease Agreement.

Section 10.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 10.7. Applicable Law. This Lease is governed by and construed in accordance with the laws of the State.

Section 10.8. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

IN WITNESS WHEREOF, the Corporation and the City have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Executive Director

Attest:

Secretary

CITY OF MORENO VALLEY

By _____
City Manager

Attest:

City Clerk

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

Senior Center Site (APN 479-070-044)

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Corporation Yard Site (APN 486-170-018, 19, 20, 21, 22, 23 & 24)

Parcels 1, 2 and 3 of Parcel Map No. 15686, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 93, Page(s) 31 and 32, of Parcel Maps, Records of Riverside County, California.

EXHIBIT B

DESCRIPTION OF THE FACILITY

Senior Center. Located at 25075 Fir Avenue in the City, the Senior Center is a 14,700 square foot facility completed in 1992. The facility houses the City's senior programs and acts as the hub for City's senior population. The facility is comprised of a state-of-the-art warming kitchen where meals are served every weekday. The spacious main room is suitable for meetings, conferences and includes a lighted stage and complete sound system. The center also has a fitness room, library/computer room with internet access, billiards room, handicapped-accessible restrooms and a warm inviting foyer. An outdoor patio is also included which is suitable for gatherings and public meetings.

Corporate Yard. Located at 15670 Perris Boulevard in the City the Corporate Yard is the center of activity for the City's street and infrastructure maintenance programs. The property totals 18 acres with the primary building, constructed in 1970 and made of concrete block and metal siding, totaling 57,876 square feet. This yard houses staff who perform the functions of Purchasing/Stores, Street Maintenance, Fleet Maintenance and Parks Maintenance. This property is also used for the storage of city vehicles, various road materials and replacement parts for city equipment such as traffic signals, electric utility equipment etc. Future plans for this property include the construction of a \$ 49 million state-of-the-art corporate yard with Phase I of the improvements scheduled to begin construction by the summer or early fall of 2011.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
11/01/11	<u>\$681,000</u>	<u>\$52,845.92</u>	<u>\$733,845.92</u>
05/01/12	<u>==</u>	<u>53,472.50</u>	<u>53,472.50</u>
11/01/12	<u>690,500</u>	<u>53,472.50</u>	<u>743,972.50</u>
05/01/13	<u>==</u>	<u>43,391.20</u>	<u>43,391.20</u>
11/01/13	<u>710,500</u>	<u>43,391.20</u>	<u>753,891.20</u>
05/01/14	<u>==</u>	<u>33,017.90</u>	<u>33,017.90</u>
11/01/14	<u>732,000</u>	<u>33,017.90</u>	<u>765,017.90</u>
05/01/15	<u>==</u>	<u>22,330.70</u>	<u>22,330.70</u>
11/01/15	<u>753,500</u>	<u>22,330.70</u>	<u>775,830.70</u>
05/01/16	<u>==</u>	<u>11,329.60</u>	<u>11,329.60</u>
11/01/16	<u>776,000</u>	<u>11,329.60</u>	<u>787,329.60</u>

(1) Applicable interest rate is 2.92% per annum.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

For Value Received, the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (the "Corporation") without recourse does hereby sell, assign and transfer to BANC OF AMERICA PUBLIC CAPITAL CORP (the "Assignee"), and its successors and assigns, (i) all of its rights, title and interest in and to the Lease Agreement, dated as of June 1, 2011, a Memorandum of which has been recorded concurrently herewith, by and between the Corporation, as sublessor, and the City of Moreno Valley, California (the "City"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof is referred to hereinafter as the "Lease Agreement"), (ii) all of its rights, title and interest in and to the Site and Facility Lease, dated as of June 1, 2011, which has been recorded concurrently herewith, by and between the City, as lessor, and the Corporation, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Corporation and the City respecting the leases made thereunder and the lease payments made therefor.

The Corporation represents and warrants as follows:

- (1) it has made no prior sale or assignment of any interest covered hereby;
- (2) that the Lease Agreement and Site and Facility Lease are genuine and in all respects are what they purport to be; and
- (3) that Assignee is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease Agreement to be kept, paid or performed by the Corporation, with exception of such covenants, agreements, duties and obligations (if any) which are expressly made the responsibility of Assignee under the Lease Agreement.

The Corporation further represents and warrants that as of the date of this Assignment Agreement, the Lease Agreement and Site and Facility Lease are in full force and effect and the City is not in default of any of the terms set forth therein.

By its acceptance of this Assignment Agreement, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Lease Agreement is \$4,343,500.00; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not presently expect to sell, assign, or otherwise transfer the Lease Agreement, subject to the Assignee's right to dispose of or otherwise deal with its property (including the Lease Agreement) as it determines to be in its best interests from time to time; and (iii) that it will treat the Lease Agreement as an investment for federal income tax purposes.

This Assignment Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

This Assignment Agreement binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Corporation and the Assignee arising under this Assignment Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment Agreement.

The Site and the Facility which are the subject of the Lease Agreement are set forth in Exhibits A and B attached hereto and by this reference incorporated herein.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of June 1, 2011

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Name _____
Title _____

ACCEPTANCE OF ASSIGNMENT:

BANC OF AMERICA PUBLIC CAPITAL
CORP, as Assignee

By _____
Name _____
Title _____

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

Senior Center Site (APN 479-070-044)

Parcel 1 of Parcel Map No. 25811, in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 170 Page 63 and 64 of Parcel Maps, in the Office of the County Recorder of said County.

Corporation Yard Site (APN 486-170-018, 19, 20, 21, 22, 23 & 24)

Parcels 1, 2 and 3 of Parcel Map No. 15686, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 93, Page(s) 31 and 32, of Parcel Maps, Records of Riverside County, California.

EXHIBIT B

DESCRIPTION OF THE FACILITY

Senior Center. Located at 25075 Fir Avenue in the City, the Senior Center is a 14,700 square foot facility completed in 1992. The facility houses the City's senior programs and acts as the hub for City's senior population. The facility is comprised of a state-of-the-art warming kitchen where meals are served every weekday. The spacious main room is suitable for meetings, conferences and includes a lighted stage and complete sound system. The center also has a fitness room, library/computer room with internet access, billiards room, handicapped-accessible restrooms and a warm inviting foyer. An outdoor patio is also included which is suitable for gatherings and public meetings.

Corporate Yard. Located at 15670 Perris Boulevard in the City the Corporate Yard is the center of activity for the City's street and infrastructure maintenance programs. The property totals 18 acres with the primary building, constructed in 1970 and made of concrete block and metal siding, totaling 57,876 square feet. This yard houses staff who perform the functions of Purchasing/Stores, Street Maintenance, Fleet Maintenance and Parks Maintenance. This property is also used for the storage of city vehicles, various road materials and replacement parts for city equipment such as traffic signals, electric utility equipment etc. Future plans for this property include the construction of a \$ 49 million state-of-the-art corporate yard with Phase I of the improvements scheduled to begin construction by the summer or early fall of 2011.

This page intentionally left blank.

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
575 Market Street, Suite 3600
San Francisco, CA 94105-2874
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of June 1, 2011

by and among the

CITY OF MORENO VALLEY

the

MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Successor Trustee and as Assignee**

Relating to the
\$10,955,000
Variable Rate Demand Certificates of Participation
(1997 City Hall Refinancing Project)
Evidencing the Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF MORENO VALLEY, CALIFORNIA
As the Rental for certain Property Pursuant to a
Lease Agreement with the
Moreno Valley Public Facilities Financing Corporation

Attachment 4

13002.04

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of June 1, 2011, and is by and among the CITY OF MORENO VALLEY, (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor to U.S. Trust Company of California, N.A., as trustee (the "1997 Trustee"), and the MORENO VALLEY PUBLIC FACILITIES FINANCING CORPORATION (the "Corporation").

WITNESSETH:

WHEREAS, the City and Corporation have heretofore entered into a Lease Agreement, dated as of June 1, 1997 (the "1997 Site and Facility Lease"), and the Lease Agreement, dated as of May 1, 1997 (the "1997 Lease Agreement"), pursuant to which the Corporation and the City entered into a transaction for the lease financing of certain facilities, including the site thereof (the "1997 Property"), and the City agreed to make certain lease payments (the "1997 Lease Payments") to the Corporation;

WHEREAS, the 1997 Lease Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 1997 Lease Payments, then all of the obligations of the City under the 1997 Lease Agreement and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 1997 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the Property shall be vested in the City without further action by the City or the Corporation;

WHEREAS, pursuant to an Assignment Agreement, dated as of May 1, 1997 (the "1997 Assignment Agreement"), by and between the Corporation and the 1997 Trustee, the Corporation assigned to the 1997 Trustee, among other things, its rights to receive 1997 Lease Payments from the City under the 1997 Lease Agreement and the right to exercise such rights and remedies conferred on the Corporation under the 1997 Lease Agreement to enforce payment of the 1997 Lease Payments;

WHEREAS, pursuant to a Trust Agreement, dated as of May 1, 1997, by and among the City, the Corporation and the 1997 Trustee, the 1997 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "1997 Certificates") representing undivided fractional interests of the owners thereof to receive 1997 Lease Payments made by the City;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 1997 Lease Payments under the 1997 Lease Agreement and, as a result thereof, to provide for the early redemption of the 1997 Certificates and, to that end, the City proposes to lease certain real property and the improvements thereon (the "2011 Property") to the Corporation and to lease back the 2011 Property from the Corporation pursuant to that certain Lease Agreement, dated as of June 1, 2011 (the "2011 Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the 2011 Lease Agreement to Banc of America Public Capital Corp (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of June 1, 2011, by and between the Corporation and the Assignee (the "2011 Assignment Agreement"), whereby the Assignee is to make a payment of \$4,343,500 to or to the order of the City;

WHEREAS, upon deposit of a portion of such amounts for prepayment of the 1997 Lease Payments, the 1997 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of amounts for prepayment of the 1997 Lease Payments, all obligations of the City under the 1997 Lease Agreement shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 1997 Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 1997 Lease Payments.

(b) In accordance with the foregoing, the following agreements are hereby terminated and are of no further force or effect:

1. 1997 Site and Facility Lease, recorded May 28, 1997, as Document No. 186636, Official Records of Riverside County;

2. 1997 Lease Agreement, recorded by memorandum May 28, 1997, as Document No. 186637, Official Records of Riverside County; and

3. 1997 Assignment Agreement, recorded May 28, 1997, as Document No. 186637, Official Records of Riverside County. |

(c) that from and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

(d) that from and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

CITY OF MORENO VALLEY

By _____
Name _____
Title _____

Attest:

Name _____
City Clerk

MORENO VALLEY PUBLIC FACILITIES
FINANCING CORPORATION

By _____
Name _____
Title _____

Attest:

Name _____
Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as 1997 Trustee and as
Assignee

By _____
Name _____
Title _____

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

DESCRIPTION OF THE SITE

All that certain real property situated in the City of Moreno Valley, Riverside County, State of California, described as follows:

ALL OF PARCELS 2, 3, 4 AND 5 OF PARCEL MAP 17864, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 129, PAGES 79 THROUGH 82, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO INCLUDING THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP 17864, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE ON THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 88° 40' 53" WEST, 509.84 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 5;

THENCE NORTH 00° 06' 25" WEST, 60.02 FEET;

THENCE NORTH 88° 40' 53" EAST, 509.84 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE WESTERLY SIDELINE OF FREDERICK STREET;

THENCE SOUTHERLY ON THE EASTERLY LINE SOUTH 00° 06' 28" EAST, 60.02 FEET TO THE POINT OF BEGINNING.

APN: 297-140-021



May 10, 2011

John Terell, Planning Director
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Subject: Tract 36340 – Rockcliffe City Council Continuance

Dear Mr. Terell:

Beazer Homes would like to request a continuance ^{to get} from the July 12th City Council meeting regarding our proposed Development Agreement for Tract 36340. Beazer is looking to revisit some of the items within this agreement with the City of Moreno Valley.

Thank you for your time and efforts regarding this project. We look forward to working with the City of Moreno Valley. Should you have any questions, please do not hesitate to contact me at (714) 720-6304.

Sincerely,

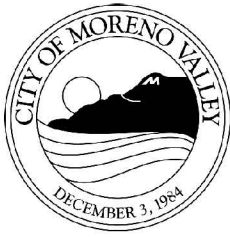
A handwritten signature in black ink, appearing to read "Bryan Bergeron".

Bryan Bergeron
Development Manager
Beazer Homes Southern California Division

Orange County Office
1800 E. Imperial Highway, Suite 200
Brea, CA 92821

O: 714-672-7000
F: 714-285-2925
www.beazer.com

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: May 24, 2011 (continued from March 22, 2011)

TITLE: A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS. THE PROJECT SITE IS LOCATED ON THE SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE. THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES.

RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 823, for adoption of a development agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 and conditional use permit/ planned unit development consisting of 275 residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use districts.

ADVISORY BOARD/COMMISSION RECOMMENDATION

On February 24, 2011, the Planning Commission reviewed and recommended approval to the City Council of a Development Agreement for a proposed small lot single-family residential project. At that meeting, the Planning Commission also approved PA10-0038 for Tentative Tract Map No. 36340 and PA10-0039 for a conditional use permit and planned unit development to subdivide a 29 acre site into 275 residential lots, a recreation building and multiple private open space lots.

BACKGROUND

The project applicant, Beazer Homes, is requesting using a separate Development Agreement in conjunction with a recently approved subdivision of land and planned unit development consisting of a small lot single-family tract with recreational amenities. Some of the amenities included with the tract include a recreation building, pool, tot lots, turf play areas, picnic and BBQ area and numerous private open space lots.

The recently approved residential project will provide a walkable community and provide pedestrian access to existing regional shopping centers (Stoneridge Town Center and Moreno Beach Plaza) to the north and east of the subject site, while promoting limited automobile trips and a reduction of vehicle miles traveled. The proposed project will also provide innovative residential opportunities of owning a home on a small lot for the first time home buyer and/or senior/empty nester.

As part of the small lot single-family residential project proposal reviewed and approved by the Planning Commission, a development agreement (PA10-0029) has been included to provide a temporary reduction of Development Impact fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the current fees. In the third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. In return, the applicant proposes to construct all remaining project improvements, provide extensive recreation and open space amenities, and energy efficiency enhancements, all detailed in the Discussion section below.

DISCUSSION

With the proposed Development Agreement, the Developer has proposed a temporary reduction in Development Impact Fees (DIF) as necessary for the financial feasibility of proceeding with the project. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre, which addressed the both direct and indirect impacts on public improvements from the proposed project. Development of the project at this time of economic uncertainty will support the continued vitality and growth of the shopping center as well as the adjacent Moreno Beach Plaza shopping center.

In return, the Developer agrees in part to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, greenbelts a high quality entry statement, perimeter walls and landscape, all remaining public street improvements, and all regional trail system improvements. In addition, the developer proposes to provide energy efficient features with the development which may include, but not be

limited to LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool. The project provides individual energy efficiency for all housing units, which will be at least ten (10%) beyond the requirement of the current Uniform Building code requirements.

The proposed Development Agreement will not change any aspects of the amended project approved under PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) on February 24, 2011 by the Planning Commission. The agreement is also within the scope of the addendum to the Negative Declaration approved for the original amended project and tentative map.

ALTERNATIVES

1. Approve the proposed Development Agreement for Rockcliffe at Stoneridge Ranch as submitted and attached.
2. Approve the proposed amendments to the proposed Development Agreement, with modifications to address City Council concerns.
3. Refer the proposed Development Agreement back to the Planning Commission for further review and revision.
4. Deny the proposed Development Agreement.

FISCAL IMPACT

As included in the Development Agreement, the applicant is requesting temporary reductions of development impact Fees (DIF), which will include a 50% reduction in DIF for the first two years after the commencement of the term of the agreement, a 40% reduction in fees for the third year and a 30% reduction in fees for the fourth year. There are no fiscal impacts from this project associated with the General Fund. The use of the Development Agreement is intended to jump-start the construction of the project. Having more housing develop in this area will ultimately produce more residents and enhance shopping opportunities and potential sales tax revenue in nearby shopping centers.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the project was provided to property owners within 300 feet of the project and to the general public through local newspaper publishing and on-site postings.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice

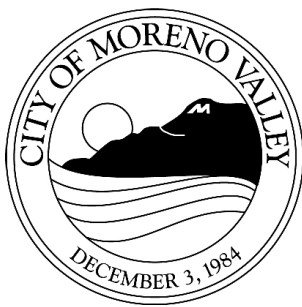
2. Development Agreement Ordinance, including Exhibit A, Rockcliffe at Stoneridge Ranch Development Agreement as attached
3. Zoning Map
4. Aerial Map
5. Planning Commission Report, excluding exhibits
6. Planning Commission Minutes of September 24, 2009
7. Reduced copy of illustrative landscape plan for Tentative Tract Map No. 36340

Prepared By:
 Mark Gross, AICP
 Senior Planner

Department Head Approval:
 Barry Foster
 Community & Economic
 Development Department

Concurred By:
 John 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: PA10-0029 (Development Agreement)

APPLICANT: Beazer Homes

OWNER: Beazer Homes

REPRESENTATIVE: MDS Consulting

LOCATION: The project is located on the southeast corner of Fir Avenue and Eucalyptus Avenue.

PROPOSAL: A Development Agreement (PA10-0029) for Rockcliffe at Stoneridge, an approved project encompassing Tentative Tract Map No. 36340 (PA10-0038) and a Conditional Use Permit/ Planned Unit Development (PA10-0039) consisting of 275 single-family residential lots, a recreation building and private open space on approximately 29 acres in the R15 (Residential 15) and OS (Open Space) land use district.

ENVIRONMENTAL DETERMINATION: This development agreement will not have a significant effect on the environment, while the item is within the scope of the approved addendum to the original project Negative Declaration per Section 15164 of the California Environmental Quality Act (CEQA) as adopted under PA10-0038 and PA10-0039.

REDEVELOPMENT AREA: Yes

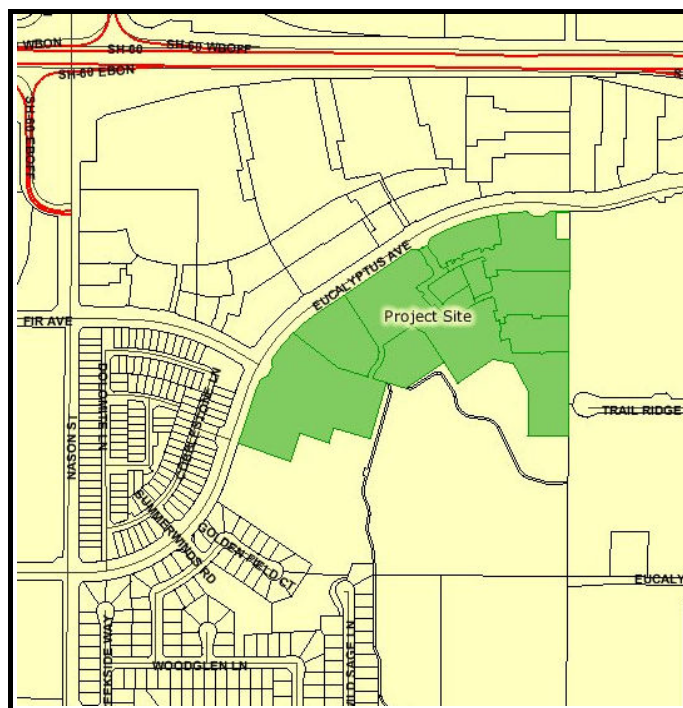
STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community and 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 Chambers, City Hall
14177 Frederick Street
Moreno Valley, Calif. 92553

DATE & TIME: March 22, 2011 at 6:30 P.M.

CONTACT PLANNER: Mark Gross

PHONE: (951) 413-3215

ATTACHMENT 1

This page intentionally left blank.

ORDINANCE NO. 823

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT (PA10-0029) FOR ROCKCLIFFE AT STONERIDGE, AN APPROVED PROJECT ENCOMPASSING TENTATIVE TRACT MAP NO. 36340 AND A CONDITIONAL USE PERMIT/PLANNED UNIT DEVELOPMENT CONSISTING OF 275 RESIDENTIAL LOTS, A RECREATIONAL BUILDING AND PRIVATE OPEN SPACE ON APPROXIMATELY 29 ACRES IN THE R15 (RESIDENTIAL 15) AND OS (OPEN SPACE) LAND USE DISTRICTS

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 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 above-referenced meeting on March 22, 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 development agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.**

FACT: Tract Map No. 36340 purposes to subdivide an approximate 29 acre parcel into 275 total single-family residential lots for development purposes. The applicant has proposed a development agreement to temporarily reduce development fees. The development agreement will allow for the development of detached single-family residential units consistent with permitted uses in the Residential 15 land use district. In the General Plan and all land uses included in the zoning ordinance.

ATTACHMENT 2

Ordinance No. _____
Date Adopted:

2. **The proposed development agreement 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 applicant has proposed a tentative tract map, for the primary purposes of subdividing an approximate 29 acre site into 275 single-family residential lots consisting of individual common recreation lots and a recreation building. The General Plan land use designation for the site is R15 (Residential - 15) and OS (Open Space), while the project site does not lie within a designated specific plan area. The proposed single-family residential land use is a permitted use in the R15 land use district. The proposed development agreement is compatible with all uses included in the R15 land use district.

3. **The proposed development agreement will not be detrimental to the public health, safety or general welfare.**

FACT: As conditioned, the proposed land division for 275 single-family residential lots and PUD on an approximate 29 net-acre parcel is in conformance with the General Plan and zoning district and would not cause serious public health problems or be materially injurious to properties or improvements in the general vicinity. The proposed development agreement will also not affect or be detrimental to health, safety or general welfare of the subject site or surrounding properties. The development agreement is considered within the scope of the previously approved addendum to the tentative tract map and planned unit development/conditional use permit and would not cause serious health problems or significant environmental impacts to the site or surrounding sites.

4. **The proposed development agreement is in conformity with public convenience, general welfare and good land use practice.**

FACT: The project is consistent in density with current and future developments within the general vicinity. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north. The proposed project and development agreement will allow a small lot single-family development in an area that will have direct pedestrian access to two regional shopping centers and would in turn reduce overall vehicle miles traveled for a multiple family residential project and create good land use practice. As part

Ordinance No. _____
Date Adopted:

of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities such as a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units that are demonstrated to be at least ten (10%) beyond the requirement of the current building code requirements.

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 proposal to protect the provisions and land uses of the General Plan, allow for the development of permitted uses established in the Municipal Code for the subject site and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity. The project is consistent in density with current and future developments within the general vicinity and is also consistent with the residential project approved in 2006 and the revised project approved on February 24, 2011 for the site. This would include surrounding residential land uses to the south and west and commercial/retail directly to the east and across Eucalyptus Avenue to the north.

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 development agreement attached hereto as Exhibit A, and does hereby authorize the mayor to sign the development agreement 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.

Ordinance No. _____
Date Adopted:

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Ordinance No. _____
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. _____
Date Adopted: _____

This page intentionally left blank.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Moreno Valley
Attn: City Manager
P.O. Box 88005
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

BEAZER STONERIDGE DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF MORENO VALLEY
AND
BEAZER HOMES,
RELATIVE TO THE DEVELOPMENT KNOWN AS
ROCKCLIFFE TRACT 36340**

February 24, 2011

EXHIBIT A

1

Ordinance No.
Date Adopted:

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2011 (the “Effective Date”), by and between the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the “City”), and BEAZER HOMES HOLDINGS CORP., a Delaware corporation (the “Developer”), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Developer may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises the entirety of Tract 36340 (the “Property”), more particularly described in Exhibit “A” attached hereto.

D. The Developer is a sophisticated and experienced real estate developer with substantial experience in the development of high quality residential neighborhoods.

E. The City Council, on July 11, 2006, adopted Resolution No. 2006-84 approving the Moreno Valley General Plan (the “General Plan”).

F. The City Planning Commission, on April 14, 2005, approved Tentative Tract Map 36340 (“the Map”) and Plot Plan PA04-0176 for the aforementioned entitlements for the Property.

G. The Map and Plot Plan as heretofore approved, comprises the “Project Approvals,” and is incorporated herein by this reference. The Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the

“Project.”

H. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 5 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

I. The City Council, on _____, 2011, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and approved this Agreement by its adoption of Ordinance No. ____, on _____, 2011. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

J. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide a high-quality residential community; (v) will encourage the development of the Project by providing a reasonable level of incentive to the Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 “Agreement” means this Development Agreement.

1.2 “Assignee Developer” means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.3 “City” means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.4 “City Council” means the City Council of the City of Moreno Valley.

1.5 “Covenants, Conditions and Restrictions” or “CC&Rs” shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et seq.* CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and “run with the land” so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.6 “Current Fees” means the September 23rd, 2009 Residential Impact Fees City-wide effective as of the date of this Agreement, as shown on the schedule attached as Exhibit “B” to this Agreement and made a part herein by this reference.

1.7 “Developer” means BEAZER HOMES HOLDINGS CORP., any City approved Assignee or successor in interest to BEAZER HOMES HOLDINGS CORP., and/or any City approved Assignee or successor in interest to the obligations of the Developer set forth in Section -- of this Agreement.

1.8 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.9 “Development Approvals” means all entitlements for use subject to approval by City in connection with development of the Property including, but not limited to:

1.9.1 Tentative and final subdivision maps;

1.8.2 Conditional use permits, variances, plot plans

1.9 “Development Impact Fees” or “DIF” means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term “Development Impact Fees” (the “DIF”) does not include processing fees and charges as described in this Agreement, or regional fees collected by the City and transmitted to other agencies, including but not limited to the Western Riverside Transportation Uniform Mitigation Fee (TUMF) and Riverside County Multiple Species Habitat Conservation Plan Fee (MSHCP).

1.10 “Effective Date” means the effective date of the ordinance approving this Agreement.

1.11 “Exaction” means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term “Exaction” shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.12 “Existing Project Approvals” means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.13 “Existing Land Use Regulations” means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.14.1 The conduct of businesses, professions, and occupations;

1.14.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.14.3 The control and abatement of nuisances;

1.14.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.14.5 The exercise of the power of eminent domain.

1.15 “Mortgagee” means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, the Developer, or both, and as well as such entities’ successors and assigns.

1.16 “Processing Fees” means City Council adopted fees and charges for processing applications for City actions or approvals.

1.17 “Project” means the development of the Property contemplated by the Tract Map and planned development as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to Tract 36340, proposed to be developed as a single family planned development with common amenities to be maintained by a Homeowner’s Association. The Project contemplates a maximum of two hundred seventy five (275) dwelling units.

1.18 “Project Approvals” means the Tract Map, Planned Development and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.19 “Property” means the real property described on Exhibit “A” to this Agreement and made a part herein by this reference.

1.20 “Subsequent Development Approvals” means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.21 “Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

SECTION 2: GENERAL PROVISIONS

2.1 Duration of Project Approvals. Project Approvals for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such project approval or permit.

2.2 Term of Agreement.

2.2.1 Term. The Term of this Agreement shall commence twelve (12) months from the Effective Date of the ordinance approving this Agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.2.2 Termination Upon Completion.

2.2.2.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.2.2.2 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

2.3 Binding Effect of Agreement.

2.3.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.3.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

SECTION 3: PROJECT DEVELOPMENT REQUIREMENTS

3.1 Property Ownership. The Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. The Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and

conditions of development of the Project shall be those set forth in the Project Approvals.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that the Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that the Developer shall have the right to develop the Property in such order and at such rate and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals.

SECTION 4: RESERVATION OF AUTHORITY

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide the Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

SECTION 5: OBLIGATIONS OF AND CONTRIBUTIONS BY DEVELOPER

5.1 Acknowledgement. The Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process,

including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Developer shall provide to City the public benefits set forth herein.

5.1 Construction of Improvements. The Developer agrees to build all required improvements in accordance with the Project Approvals. The parties acknowledge that these improvements exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

5.2 Operation and Maintenance of Common Areas by the Developer.

5.2.1 The Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. The Developer shall operate and maintain all common area facilities during the course of construction of the Project and until such time as a Homeowner's Association (HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the HOA (hereinafter referred to as the "Transfer Date").

5.2.2 The Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until an HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the HOA. Upon the Transfer Date, the HOA shall have the obligations described below.

5.3 Recreational Facilities and Trail System.

5.3.1 The Developer is developing the Project as a planned development. The Developer represents it will build will provide other recreational facilities and amenities throughout the Project, including, but not limited to, a recreation building, pool, play areas, seating areas, trails, and greenbelts. The standards for these other recreational facilities and amenities, including timing, size, number, types and quality of amenities and facilities, etc. shall be fully set forth in the planned development approval and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the approvals.

5.3.2 The Project's Homeowners Association (HOA) documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities.

5.4 Entry Statement. The Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a high quality entry statement reasonably acceptable to City. Such entry statement shall be located at the Project's main entry at Eucalyptus and Fir Avenues. The planned development shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of any building permits, except for those related to model homes and the first 15 production units, and be completed prior to the issuance of occupancy permits for any production units homes in the Project. Further, the HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

5.5 Perimeter Walls and Landscaping. The Developer agrees to construct perimeter walls and landscaping consistent with the Project Approvals and provide legal and equitable assurance in the form of HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping prior to the issuance of occupancy permits for any production units in the Project in an approved phase adjacent or including such perimeter walls and landscaping, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.6 Public Street Improvements. The Developer agrees to complete all remaining public street improvements for the Project, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.7 Regional Trail System. The Developer agrees to complete all regional trail system improvements required of the Project to connect the Stoneridge trailhead to the adjacent Alliance development prior to the issuance of occupancy permits for any production units in the Project, or earlier if required by any entitlement for the Property approved prior to the Effective Date.

5.8 Energy Efficient Features. The Developer shall incorporate energy efficient features into the development in accordance with the Project Approvals, which may include the following: 1) LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; 2) solar water heating for the Project recreation building and pool; and 3) energy efficiency for all housing units that is demonstrated to be at least ten (10%) beyond the requirement of the building code requirements.

5.9 Nexus/Reasonable Relationship Challenges. The Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements, exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals (if already issued and finalized prior to the Effective Date), the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of the Developer's right to challenge the Project Approvals (to the extent the same have not been issued and finalized prior to the Effective Date), future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, Project Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

5.10 Cooperation By The Developer. The Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

5.11 Other Governmental Permits. The Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

5.12 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 6: OBLIGATIONS OF CITY

6.1 Processing. Upon satisfactory completion by the Developer of all required preliminary actions and payments of appropriate processing fees, City shall commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

6.1.1 The holding of all required public hearings; and

6.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, the Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause the Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

SECTION 7: FEES, FEE CREDITS AND REIMBURSEMENT

7.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

7.2 Processing Fees. The Developer or Assignee Developer shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval.

7.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Developer or Assignee Developer shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are reductions in otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

7.3.1 DIF Reduction. In the first two years after the commencement of the Term of the Agreement, the DIF shall be reduced by 50% from the Current Fees. In the third year after the Effective Date, the DIF shall be reduced by 40% from the Current Fees, and in the fourth year the DIF shall be reduced by 30% from the Current Fees. Any other credits for which the Developer is eligible under current City policy shall remain in-effect, and reductions to these credits due to the mitigation of DIF fees shall be applied per the applicable percentages mentioned above.

7.3.2 Prior to the issuance of the first residential building permit for any phase of the Project, the Developer shall:

7.3.3 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City and the Developer for construction of all such improvements for that phase; and

7.3.4 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City and the Developer securing all labor, materials, and the Developer's performance of all obligations for construction of such improvements for that phase; and

7.3.5 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

7.3.6 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

SECTION 8: ASSIGNMENT

8.1 Acknowledgement. The Developer has demonstrated, and the City finds, that the Developer possesses the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Developer to assign the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

8.2 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, the Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section.

8.3 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by the Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Developer shall remain legally liable to the City for all such rights, duties and

obligations. For purposes of this Section, contracting by the Developer or City Approved Assignee Developer for the construction of all or part of the Developer's obligations under Section 5 shall not constitute an assignment and the Developer or City approved Assignee Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

8.4 Restriction on Assignment Not an Unreasonable Restraint on Alienation. The Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that the Developer will provide those public benefits identified in Section 5 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

8.5 City Council Approval. Upon written request of the Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Developer, and the Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision. The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Developer under Section 5 of this Agreement and/or the Project Approvals that was required to be completed under the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

8.6 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

8.6.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

8.6.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

8.6.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

8.7 City Manager Approved Assignee Developers. Notwithstanding any other

provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

8.7.1 The proposed Assignee Developer has developed to completion at least three (3) similarly sized planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

8.7.2 The proposed Assignee Developer has a current group net worth of at least \$200,000,000 (two hundred million dollars); and

8.7.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

8.7.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

8.7.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section at the time of the request for assignment; and

8.7.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the assignment shall be deemed approved.

8.8 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in the Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers.

8.9 Notice of Assignment. Upon receiving approval of an assignment, the Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

8.10 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and the Developer assigns this Agreement to a third party, in whole or in part, the Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

8.11 Approved Assignments. If City consents to the assignment, the Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Developer shall remain legally liable therefore to the City.

8.12 Notice of Sale of Property. The Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale or transfer of any portion of the Property that is not a Sale to an End User (as defined in Section 8.13), by specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

8.13 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract map (including the sale to a member of the home-buying public or a transfer of title of any portion of the Property to the Project's Homeowners Association (collectively, "Sale to an End User"). Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any lot or parcel that is subject to a Sale to a End User without the execution or recordation of any further document upon satisfaction of the following conditions:

8.13.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

8.13.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

8.14 Material Breach. Failure on the part of the Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might

otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

SECTION 9: DELAYS IN PERFORMANCE

9.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, the Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not the Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.

9.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

SECTION 10: DEFAULT

10.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

10.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

10.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

10.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

10.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

10.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

10.7 Specific Default Remedies. In the Event of Default by the Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to the Developer's default without recourse.

10.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

10.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

10.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from the Developer for any breach thereof. As such, the parties agree that in no event shall the Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court, and any fees and cost pursuant to Section 10.14 below.

10.11 Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after the Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

10.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

10.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

10.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

SECTION 11: TERMINATION

11.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

11.2 Termination by City. If City terminates this Agreement because of the Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

SECTION 12: RELATIONSHIP OF PARTIES

12.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

12.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

12.3 No Joint Venture or Partnership. The City and the Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and the Developer joint ventures or partners.

12.4 No Third Party Beneficiaries. The only Parties to this Agreement are the Developer and the City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

12.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

SECTION 13: AMENDMENT OF AGREEMENT

13.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

13.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event the Developer finds that a change in the Existing Project Approvals is necessary or appropriate, the Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

13.2.1 Alter the permitted uses of the Property as a whole; or

13.2.2 Increase the density or intensity of use of Property as a whole; or

13.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

13.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

13.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

SECTION 14: PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT

14.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Developer shall submit to the Planning Official of the City written documentation demonstrating

good-faith compliance with the terms of this Agreement (“Annual Report”). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Developer for failing to perform any of its obligations under this Agreement.

14.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Developer’s good faith compliance with this Agreement.

14.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

14.3.1 During either an annual review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on the Developer.

14.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Project Approvals or this Agreement as evidence of a pattern of non-compliance.

14.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and his or her recommended finding on that issue.

14.3.4 If the City Council finds on the basis of substantial evidence that the Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

14.3.5 If the City Council makes a preliminary finding that the Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to the Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by the Developer, the Developer may demand in writing a response from City. Should City fail to respond to the Developer’s written demand within fifteen (15) days of such demand, the Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

14.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to the Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

14.4.1 The time and place of the hearing; and

14.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

14.4.3 Such other information as is reasonably necessary to inform the Developer of the nature of the proceeding.

14.5 Hearing on Termination. At the time and place set for the hearing on termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

14.6 Estoppel. If City determines that the Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that the Developer does not timely file an Annual Report, City may request at any time, and the Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that the Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

14.7 Waiver. The City does not waive any claim of defect in performance by the Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

SECTION 15: NOTICE

15.1 Form of Notice. All notices between the City and either the Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective

two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley
Attn: City Manager & Community Development Director
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Facsimile: (951) 413-3034

To Developer: Beazer Homes Holdings Corp.
1800 E. Imperial Highway, Suite 200
Brea, CA 92821
Facsimile: (866) 823-7480
Attn: Bryan Bergeron

15.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

SECTION 16: INDEMNITY

16.1 Indemnity. The Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors (the "City Parties") free and harmless from any claims or liability based or asserted upon any act or omission of the Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (the Developer's employees included) or any other damage of any kind or nature, relating to or in any way connected with or arising from the activities of Developer in building the Development as contemplated in this Agreement. The Developer shall defend, at its expense, including payment of reasonable attorneys' fees, the City Parties in any legal action based upon such alleged acts or omissions, except to the extent such claims are the result of the gross negligence or willful misconduct by any of the City Parties. City may, in its discretion, participate in the defense of any such legal action, and may

choose its own legal counsel, the costs of which shall be subject to this indemnification by the Developer.

16.2 Defense of Agreement & Project Approvals. The Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

16.3 Environmental Indemnity. The Developer shall defend, indemnify and hold the City Parties free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project, except to the extent such claims or liability are the result of acts or omissions by the City Parties. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Notwithstanding anything herein to the contrary, the Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by the Developer to have been first brought onto the Property subsequent to sale by the Developer of the Property, or the affected portions thereof.

SECTION 17: MORTGAGEE PROTECTIONS

17.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Developer or Assignee Developer, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as

defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

17.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

17.3 Mortgagee Not Obligated. No Mortgagee of the Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

17.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Developer or Assignee Developer requesting a copy of any notice of default given to the Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to the Developer or Assignee Developer, any notice given to the Developer or Assignee Developer with respect to any claim by City that the Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

17.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

17.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

17.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the Developer's or Assignee Developer's

obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

17.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

17.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of the Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

17.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

17.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

17.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

17.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of the Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section prior to the City consenting to such assignment. The Developer shall remain liable, however, for any obligations under the Amended Agreement unless the Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 8 of this Agreement, provided that such Mortgagee or other purchaser assumes the Developer's obligations under this Agreement.

17.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

17.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Developer or Assignee Developer under this Agreement.

17.6 Developer Remains Liable. Unless expressly released by the City in writing, the Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

17.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of the Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

17.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

17.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Developer or Assignee Developer who complies with the requirements of Section 17.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

17.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 13 of this Agreement governing amendments.

SECTION 18: INTERPRETATION AND ENFORCEMENT OF AGREEMENT

18.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

18.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and the Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

18.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

18.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

18.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

18.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

18.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

18.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

18.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

18.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Developer in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

18.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

18.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

18.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

18.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

“DEVELOPER”

“CITY”

Beazer Homes Holdings Corp.,
a Delaware corporation

CITY OF MORENO VALLEY,
a municipal corporation

By: _____

By: _____

Name: _____

_____, Mayor

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

EXHIBIT "B"

CURRENT FEES

Schedule Effective September 23, 2009

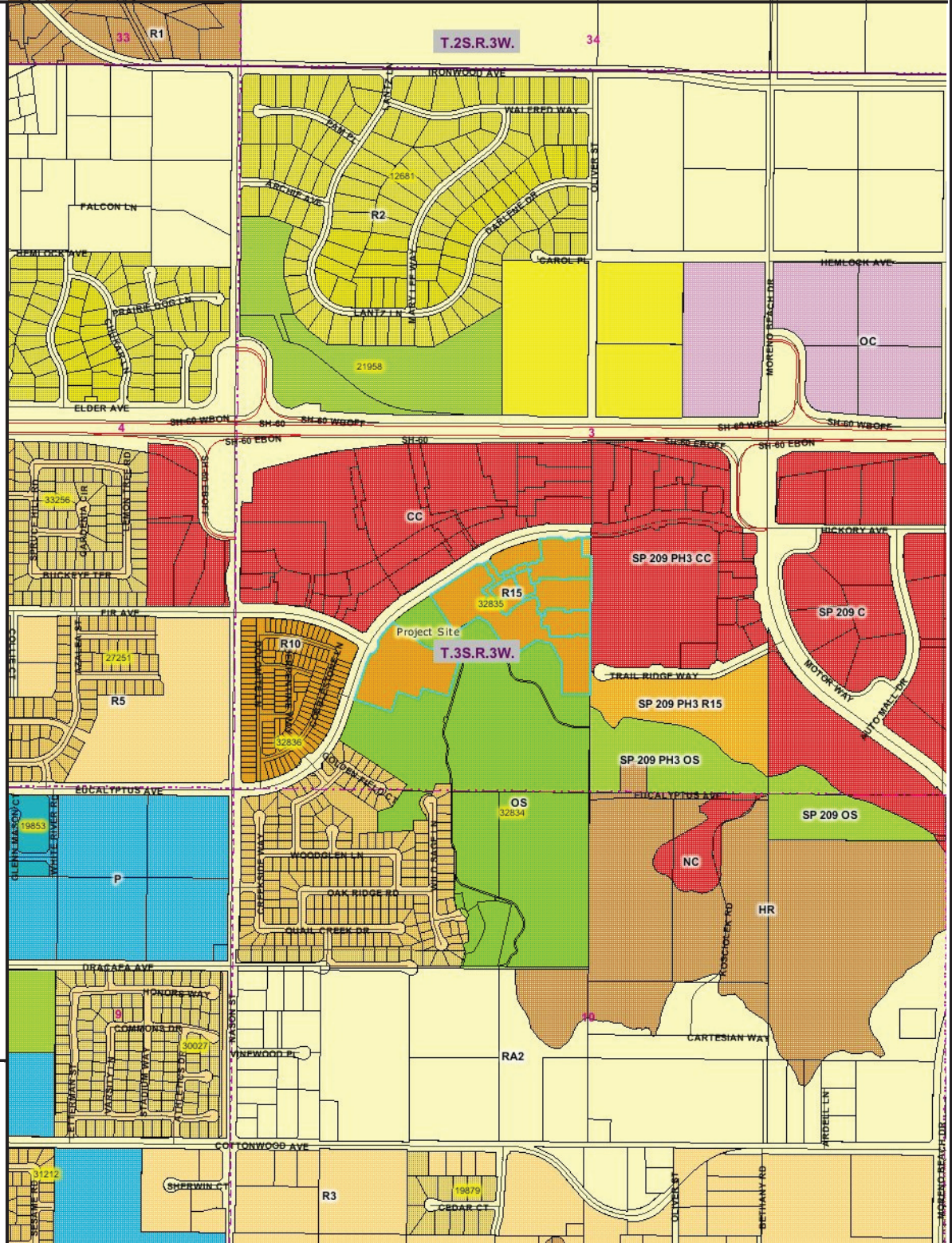
[attached]

Zoning Map

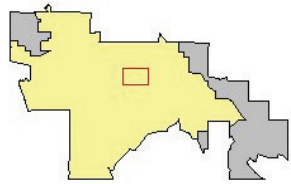
PA10-0038, 0039, 0029

Legend

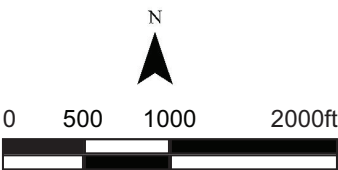
-  Selected Features
-  Highways
-  Townships
-  Sections
-  Parcels
-  Roads
-  Tracts
- Zoning**
-  Commercial
-  Industrial/Business Park
-  Large Lot Residential
-  Multi-family
-  Office
-  Open Space/Park
-  Planned Development
-  Public Facilities
-  Residential 2 Dwellings/Acre
-  Residential Agriculture 2 Dwellings/Acre
-  Suburban Residential
-  Sphere of Influence
-  Waterbodies
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside



Powered By GeoSmart.net



ATTACHMENT 3



Printed: 2/14/2011 12:49:13 PM

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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



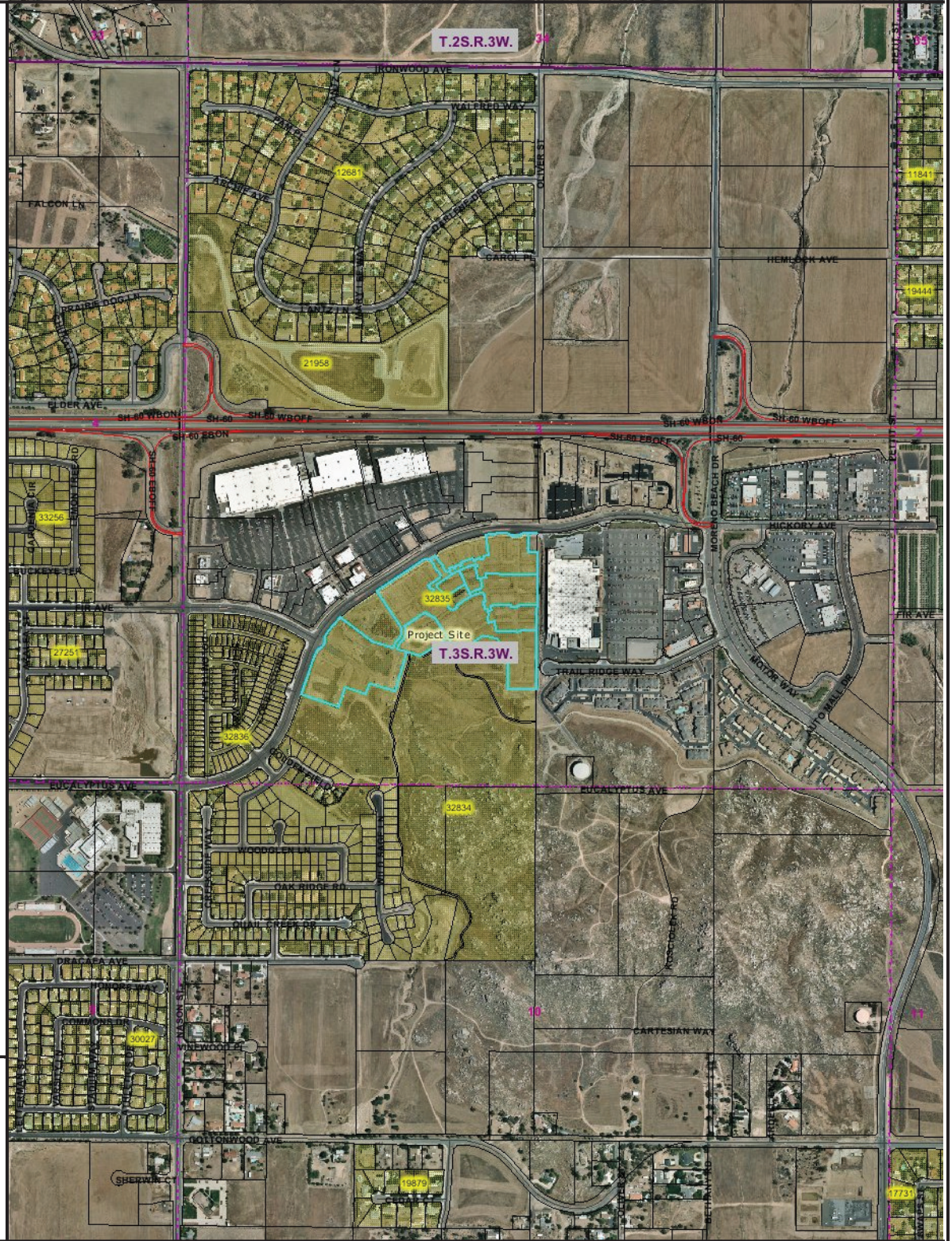
This page intentionally left blank.

Aerial Map

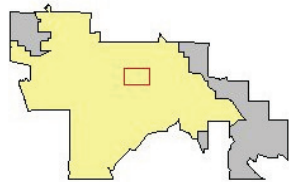
PA10-0038, 0039, 0029

Legend

-  Selected Features
-  Highways
-  Townships
-  Sections
-  Parcels
-  Roads
-  Tracts
-  Sphere of Influence
-  Waterbodies
-  City Boundaries
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside



Powered By GeoSmart.net



ATTACHMENT 4

N



2000ft 1000



Printed: 2/14/2011 12:53:29 PM

-595-



City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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

Item No. 1

This page intentionally left blank.



PLANNING COMMISSION STAFF REPORT

Case: PA10-0038 (Tentative Tract Map No. 36340), PA10-0039 (Conditional Use Permit) and PA10-0029 (Development Agreement).

Date: February 24, 2011

Applicant: Beazer Homes

Representative: MDS Consulting

Location: Southeast corner of Fir Avenue and Eucalyptus Avenue.

Proposal: A Tentative Tract Map No. 36340 (PA10-0038) and Conditional Use Permit (PA10-0039) for a 275 small lot single-family residential detached Planned Unit Development (PUD) to include a community recreation building, private open space, drainage and various community open space lots on a 29.27 acre portion of land in the R15 (Residential 15) and OS (Open Space) land use districts. A development agreement (PA10-0029) is included with the project.

Redevelopment Area: Yes

Recommendation: Approval

SUMMARY

The applicant, Beazer Homes is requesting the approval of Tentative Tract Map No. 36340 for a 275 lot single-family residential detached subdivision on 29 acre site to include a community recreation facility with pool. The applicant is also requesting a Conditional Use Permit (CUP) for the approval of a Planned Unit Development (PUD) to include small residential lots with common open space lots for recreational opportunities within the R15 (Residential 15) land use district and the protection of existing rock outcroppings, private open space and a drainage basin within the OS (Open Space) land use district. The project will include a proposed development agreement and is consistent with surrounding land use density requirements.

BACKGROUND

A map (Tentative Tract Map No 32825) was originally approved at the same location under PA04-0146 in 2005, with a final condominium map recorded in 2006. This included approval of 276 condominium units and various open space, recreation and drainage lots on virtually the same amount of acreage. The site was graded and the construction of a condominium model home complex was commenced. Said model was demolished by Beazer in 2010. The applicant is requesting to revise the 276 unit condominium project approved in 2005 with a 275 unit single-family detached small lot community.

PROJECT DESCRIPTION

Project

The project consists of three discretionary components. The first component includes a tentative tract map (PA10-0038) with small lot single-family residential subdivision of approximately 29 acres of land. The second component is a proposed Conditional Use Permit or Planned Unit Development (PA09-0039) that provides standards for the small lot single family subdivision and also protects natural rock outcroppings and provides common open space and private/common recreational opportunities. The third component is a Development Agreement providing reductions in certain development impact fees in exchange for construction of the project in accordance with the current proposal.

The following summarizes the three (3) discretionary components for the project:

Tentative Tract Map

Tentative Tract Map No. 36340 is the mechanism to legally subdivide the project site into individual lots. The 29 acre site is broken up into two land use districts, Open Space (OS) and Residential-15 (R15). The following further summarizes the project from a zoning and land use perspective:

A. Open Space (OS)

Approximately four (4) acres of the site lies in the OS land use district, located primarily within the center of the tract. The OS land use district is limited to environmentally sensitive land uses and does not permit any housing development. A small rock outcropping is embedded between the two residential portions of the tract, and will remain intact as private open space labeled as "Nature Park" on the map. An existing multi-use trail and drainage basin with a point of access is located within the southern portion of the OS zone. In all cases, the proposed residential development portion of the tract map will occur at the base of the hill and would not encroach into the OS land use district or affect the steepest areas included on the map.

B. Residential 15 (R15)

Approximately 25 acres of the site lies within the R15 land use district. The site will consist of individual lots with detached single-family homes, common open space

building and pool area. A total of 275 developable lots are proposed in this portion of the plan. The 275 lots/units include a density of approximately eleven (11) units per acre within the R15 land use district portion of the development.

The minimum lot size under the R15 land use district for multiple-family residential development is one acre. There are no specific minimum lot sizes imposed for single-family residential uses, which are allowed in multiple-family districts. Although individual lots within the tract will be small and range from 1,846 square feet to 3,181 square feet, the extension of open space surrounding the lots will provide additional space for recreational purposes and act as an extension of open space areas included on individual lots. Flexibility in lot size and design is allowed through a planned unit development as long as the density does not exceed the maximum for the district (fifteen units per acre in this case).

Planned Unit Development

To pursue the varied single-family residential design of the proposed small lot development, the applicant is proposing a conditional use permit (CUP) for a Planned Unit Development (PUD). The PUD section of the Municipal Code (Section 9.03.060) requires specific goals or design accomplishments of the project, while the proposed development adheres to the following finding:

- **Greater innovation in housing development and diversity of housing choices than would otherwise be possible according to the strict application of the site development regulations contained in this title.**

In the case of PA10-0038 (Tentative Tract Map 36340) and PA10-0039 (Conditional Use Permit), the proposed project meets the criteria established above, as it will include a mix of home sites, which includes a small single-family row concept at the density and with the amenities of a multiple family development. The concept will include two story homes between 1,377 to 1981 square feet, while adding many recreational opportunities as well as protecting the highest hillside/rock outcropping areas and other natural resources in the general vicinity. The dense residential development project will allow for a walkable community and pedestrian access to existing regional shopping centers to the east and north of the subject site. Pedestrian access will be provided at all three (3) driveways to Eucalyptus Avenue and will allow residents to enjoy surrounding retail amenities while at the same time limiting some automobile trips and vehicle miles traveled. The applicant is providing on-site recreation facilities such as private/common open space, a community center, a pool and tot lots. The proposed project will offer residential opportunities of owning a home on a small lot for the first time home buyer and/or senior.

The following are certain allowances for those developments approved under a planned unit development concept, or Section 9.03.060 of the Municipal Code, and a synopsis of how the proposed development concurs within the established language:

- **Permitted Uses and Density.** Only those uses permitted within the applicable zoning district shall be allowed within any planned unit development. The average density of any planned unit development shall not exceed the number of dwelling units per acre allowed under the applicable zoning district regulations.

First of all, the project will include detached single-family residential homes, a permitted use in an R15 land use district. Secondly, the proposed project will meet housing needs provided within the City's Housing Element of the General Plan by expanding the range of housing options in the community. Moreover, the project design and proposed density at 11 units per acre will not exceed the number of dwelling units per acre allowed under the R15 land use district. Due to the project including over 4 acres within the Open Space (OS) land use district, the protection of a natural rock outcropping and addition of a required drainage area, and with the addition of common open space areas designated for play grounds, recreation and a pool site, the applicant was unable to meet the minimum 12 units per acre of density currently required by the Municipal Code for the R15 land use district. Since the density remains consistent from what was approved with the original residential project in 2005, staff recommends approving the proposed eleven (11) units per acre density for land within the R15 land use district. No significant loss of density would be created by approval of the current proposal.

- **Deviations from Site Development Standards.** Planned unit developments may deviate from the site development standards set forth in the applicable zoning district regarding lot area, lot dimensions, lot coverage, setbacks and building height. Any such deviation(s) shall be to the minimum degree necessary to achieve one or more of the purposes listed in the section.

Deviations from the Municipal Code with the proposed project include lot area, lot dimensions, maximum floor area ratio, lot coverage and all setbacks. A Development Standards chart highlighting revised development standards/deviations has been included under the Planned Unit Development/ Conditional Use Permit (Attachment No. 3). Staff believes that proposed deviations for the project site are justified since the tract does not exceed the maximum density standards allowed under the underlying land use districts, provides community recreation opportunities and meets criteria established under Section 9.03.060 (Planned Unit Developments) of the Municipal Code.

Other Design Considerations

The design guideline of providing a minimum of five (5) feet of variation of residential units from their front and side yard setbacks along streetscapes would not be met for most units contained within the proposed small lot residential tract. In addition, street trees would not be able to be placed in all internal planter areas adjacent to the streetscape due to the size of the lot and limited front yard area. In order to break up the massing or housing product along streetscapes, corner housing units provide enhanced elevation details and embellishments. In addition, a variation of landscape materials, including larger shrub materials, will compensate for the lack of street trees along private streets and allow continual break-up of the project massing. In addition,

Item No. 1 street trees will be clustered in strategic locations such as on corner lots, adjacent to

guest parking stalls and within visual common areas to further break up product massing and provide an attractive environment.

Site line distance along Eucalyptus Avenue has been determined to be based on a 50 miles per hour design, as specified by the City Traffic Engineer. Although the condition included by the Transportation Engineering Division to review street site line distance was required to be completed prior to map recordation, the site line study was conducted by the applicant prior to entitlement. In most instances, trees and some walls may need to be modified, however Lots 120 and 129 would also most likely be affected with lots required to be adjusted to the south or possibly eliminated to provide appropriate distance from the sight line. A condition of approval has been added to address any modifications prior to the final map.

As part of the conditional use permit application for a PUD, the applicant has provided conceptual elevation design plans of the single-family homes and recreation building proposed for the tract. Based on the number of lots and homes being proposed, a minimum of eleven (11) footprints and four (4) elevations is required per the Municipal Code Design Guidelines. Overall, the project meets or exceeds the minimum requirements for footprints and elevations. The Planning Commission has the opportunity to conceptually review and approve the proposed architectural renderings for the tract. Color elevations of the model homes are included within Exhibit 4 of this report and will be available at the Planning Commission meeting in larger context. If approved, the applicant will also be required to submit an administrative model home complex application that will include final architectural model plans.

Development Agreement

The applicant has proposed a development agreement (PA10-0029) with the small lot residential project. The term of this agreement shall commence twelve (12) months from the effective date of the final ordinance approving the development agreement or the date of the issuance of the first building permit, whichever occurs first, and shall extend for a period of four (4) years thereafter unless said agreement is earlier terminated or amended.

As part of the proposed development agreement, the Developer agrees to build all required improvements in accordance with project approvals, including, but not limited to recreational facilities to include a recreation building, pool, play areas, seating areas, trails, and greenbelts. The Developer will also construct a high quality entry statement reasonably acceptable to City, perimeter walls and landscaping, all remaining public street improvements, including the ultimate design traffic signal at Fir and Eucalyptus Avenues, and all regional trail system improvements. In addition, the developer will incorporate energy efficient features into the development which may include LED or similar energy efficient lighting in common areas, including exterior lighting on the front of housing units; solar water heating for the recreation building and pool; as well as providing energy efficiency for all housing units which will be at least ten (10%) beyond the requirement of the current building code requirements.

With the proposed development agreement, the Developer will get a reduction in Development Impact Fees (DIF). In the first two years after the commencement of the term of the agreement, the DIF shall be reduced by 50% from the Current Fees. In

third year after the effective date, the DIF shall be reduced by 40% from the current fees, while in the fourth year the DIF shall be reduced by 30% from the current fees. The applicant has identified the DIF reductions as necessary for the financial feasibility of proceeding with the project at this time. The applicant has previously provided substantial public improvements in the vicinity of the project including improvements necessary to facilitate the development of the adjacent Stoneridge Towne Centre. Development of the project at this time will support the continued vitality and growth of that shopping center as well as the also adjacent Moreno Beach Plaza.

Site/Surrounding Area

The site consists of vacant parcels that were previously graded. Model homes for the previous condominium project were constructed on site, and have since been demolished due to the change in residential product.

In addition, the site was previously graded but did contain some weedy vegetation upon inspection. A rock outcropping and hilly terrain was included within the OS land use portions of the tract. Based on a staff site inspection of the site, there was no concentrated vegetation evident and no natural drainage area bisecting the site.

Many opportunities for recreation will be included within the tract and on the periphery of the development. Various lettered lots within the proposed tract will include common open space areas that are proposed to contain open turf play areas, tot lots, shade structures and picnic/BBQ areas. Improvements and easements for a multi-use trail will be included along the southern portion of the tract. In addition, a community center with pool is proposed for the interior of the tract.

Surrounded land uses include primarily residential and commercial development. Specifically, land uses include vacant land and single-family residential uses to the west, open space land immediately to the south with an apartment complex to the southeast, and regional commercial shopping centers to the north and east.

Access/Parking

Three (3) points of access have been provided for the tract from Eucalyptus Avenue. All proposed interior streets, drive aisles and courtyard areas would be gated off from general outside public access and will be maintained by a homeowners association. Pedestrian access will also be provided by gates to Eucalyptus Avenue.

Parking requirements for the project includes 2.5 spaces per unit or lot. The housing product will contain required minimum enclosed 20x20 two (2) car garages. A condition of approval has been added to require an adjustment of all 20x20 dimensioned garages to exclude any appurtenant structures such as water heaters and washer/dryers. Although street parking will be prohibited on internal roadways, an additional 138 guest parking stalls will be scattered throughout the site, providing the remaining 0.5 space per unit parking requirement.

Design/Landscaping

As development in the tract will only occur within the R15 portion, the site meets development standards as allowed under Section 9.03.060 (Planned Unit

Developments) of the Municipal Code. For example, all walls and fences are conditioned to be consistent with the provisions for community walls and fences within the Municipal Code. The plans include a mixture of six (6) foot high solid decorative block wall with pilasters and a cap and open decorative wrought iron/tubular steel fence with pilasters along exterior and interior street frontages. A decorative wall with a cap and pilasters would be required to be extended along the eastern perimeter adjacent to the regional shopping center. Open fencing would be established for most areas adjacent to designated common open space areas. Internal fencing between units will include a poly-vinyl fencing material.

A minimum 10-foot wide on-site landscape area in addition to the right of way landscape is required to be installed along Eucalyptus Avenue. All frontage landscape and common open space landscape in the tract will be maintained by a homeowners association.

Conceptual designs of the proposed housing product are included as part of the project. A condition of approval has been included that requests administrative review of the recreation building elevations if not provided for review as part of the Planning Commission public hearing.

A water quality basin, for water quality and flood control was originally established within the OS district and is currently constructed. Landscape, including trees, shrubs and groundcover, as well as irrigation shall be installed and maintained by the HOA for all sides and or slopes of the basins and bio-ponds. A hydroseed mix with an irrigation system is acceptable for the bottom of all bio-ponds. A decorative wrought iron or tubular steel fence, or other fence/wall approved by the Community & Economic Development Director, is required at the top of basin/pond slopes to provide full security.

REVIEW PROCESS

The proposed project has undergone some design changes since the submittal of the initial application on to the Planning Division on October 27, 2010. The Project Review Staff Committee (PRSC) first reviewed the project application on November 16, 2010 within a staff only meeting and December 1, 2010 with the applicant present. After various redesigns, corrections were provided by the applicant. The revised map, along with the submittal of the required PUD, constituted an addition meeting with PRSC staff on January 19, 2011. Various comments throughout the review process included enhancements to product type and product embellishments, review of deviations provided by the project under the PUD standards and placement of required street trees. The applicant has since addressed the initial concerns identified by the reviewing departments, or certain items have been provided through project conditions of approval.

ENVIRONMENTAL

A tentative tract map (PA04-0146 – Tentative Tract Map No. 32835) was originally approved for a 276 unit condominium complex and various open space components on April 4, 2005, while the site was previously graded. At that time, a Negative Declaration was adopted pursuant to California Environmental Quality Act (CEQA) guidelines.

Historically, the project site was part of the Stoneridge Specific Plan (SP No. 211). The plan included 236 acres located south of Highway 60 in the central portion of Moreno Valley and included a mixture of commercial, office and medical-related land uses. On November 16, 2004, SP 211 and the associated environmental document were repealed. Projects including a 205 unit single-family residential Planned Unit Development (PUD) and a 139 unit small lot single-family residential Planned Unit Development were then developed to the west of the subject site. In addition the Stoneridge Towne Centre and Moreno Beach Plaza retail centers were developed to the east and north of the subject site.

The original project included 276 residential condominium units housed in multi-story buildings within the R15 portion of the 29 acre site. The proposed project (PA10-0038/39 – Tentative Tract Map No. 36340) includes approximately 275 single-family residential lots on the same amount of acreage disturbed. Grading previously occurred shortly after project entitlements were approved in 2005. Approval of a drainage basin and private open space will remain with this project in the OS land use district portion. Based on the comparisons of the two projects, the proposed project is not considered more intensive than the original project approved in 2005.

Pursuant to Section 15164 of CEQA, an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15161 calling for the preparation of a subsequent EIR or negative declaration have occurred. No substantial changes have occurred from the original project which would require major revisions of the environmental document or prior negative declaration, and no new significant environmental effects have been identified with the proposed 275 unit single-family residential project on roughly 29 gross acres of land.

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 Press Enterprise newspaper on February 11, 2011 (Attachment No.1).

REVIEW AGENCY COMMENTS

Staff received the following responses to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

<u>Agency</u>	<u>Response Date</u>	<u>Comments</u>
1. The Gas Company	December 28, 2010	No Comments
2. Riverside County Flood Control and Water Conservation District	November 30, 2010	The project would require applicable fees to be paid. The District would consider accepting ownership of any proposed channels, storm drains etc.

STAFF RECOMMENDATION

That the Planning Commission:

APPROVE Resolution Nos. 2011-05, 2011-06 and 2011-07 and thereby:

1. **ADOPT** an Addendum to a Negative Declaration: and,
2. **APPROVE** PA10-0038 (Tentative Tract Map No. 36340) and PA10-0039 (Conditional Use Permit/Planned Unit Development) for a 275 lot single-family residential development with common and natural open space areas and a community recreation building with pool on an approximately 29 gross-acre site in the R15 (Residential -15) and OS (Open Space) land use districts, based on the findings included in the resolutions, subject to the attached conditions of approval included as Exhibit A to the resolutions (Attachments 2 and 3); and,
3. **RECOMMEND** that the City Council **APPROVE** PA10-0029 (Development Agreement) based on the findings included in the resolution (Attachment 4).

Prepared by:

Mark Gross, AICP
Senior Planner

Approved by:

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2011-05, with attached Conditions of Approval.
3. Planning Commission Resolution No. 2011-06 with attached Conditions of Approval and Development Standards Chart
4. Planning Commission No. 2011-07 with attached development agreement
5. Zoning Map
6. Aerial Map
7. Reduced Tentative Tract Map No 36340
8. Reduced Preliminary Grading Plan
9. Reduced Plot Plan/Planned Unit Development Maps
10. Reduced Preliminary Landscape Plans

EXHIBITS:

1. Tentative Tract Map No. 36340
2. Preliminary Grading Plan
3. Site Development Plan
4. Preliminary Landscape Plan
5. -605-ation building floor and elevation p Item No. 1

- (provided in reduced format in Exhibit 6).
6. Tentative Tract Map No. 36340 Information Booklet.

1 **2. Case Number: PA10-0038 Tentative Tract Map. No. 36340**
2 **PA10-0039 Conditional Use Permit**
3 **PA10-0029 Development Agreement**
4

5 **CHAIR DE JONG** – Staff report please
6

7 **SENIOR PLANNER GROSS** – Yes, good evening Chair De Jong and members
8 of the Planning Commission. I'm Mark Gross, Senior Planner, here to provide a
9 report on the proposed residential project here before you this evening, which
10 has definitely been a rarity around these parts for a while. The Applicant, Beazer
11 Homes is requesting the approval of Tentative Tract Map No. 36340 as well as a
12 Conditional Use Permit and a Planned Unit Development for a 275 lot single
13 family residential small lot detached subdivision on 29 acres to include individual
14 home sites and community recreation facilities within two land use districts; one
15 of them the R15 land use district which is where the home sites will be located
16 and then you have a protection of existing rock outcroppings and drainage basin
17 which is existing on the OS (open space) land use district.
18

19 The project is located on the southeast corner of Eucalyptus and Iris and consists
20 of a revision to an existing 276 unit condominium project approved back in 2005
21 for Beazer Homes and is consistent with surrounding land use density
22 requirements and with current smaller lot single family and surrounding multiple
23 family developments in the vicinity. The design and location of the project will
24 allow for walkable communities; actually, a walkable community to two
25 surrounding regional commercial centers which would likely reduce vehicle miles
26 and trips, where it gives that walk ability to these particular sites. Conceptual
27 plans of the models, map and the plot plan are located there on the far wall. The
28 Applicant has also I believe and you should have this as a copy, booklets with
29 additional elevation plans and project details and I believe that is in Exhibit 6 of
30 the report.
31

32 Now what I'd like to do briefly is just summarize the three discretionary
33 components of the project before you this evening. The first item is the Tentative
34 Tract Map which is delineating land uses into approximately four acres within the
35 OS land use district; again that is in the center of the tract to include open space
36 and drainage basin uses and then you have the 25 acres within the R15 land use
37 district, which would include the 275 individual lots for single family ownership
38 and then you also have a number of lettered lots for common and private open
39 space type areas.

40 The second component of the project is the Conditional Use Permit/Planned Unit
41 Development. Now the project is meeting allowable Planned Unit Development
42 requirements; will not exceed the maximum density of 15 units per acre and does
43 provide for many amenities found which you would typically find in multiple family
44 developments and that would include again the private open space, tot lots,
45 community recreation building, a pool, picnic and barbecue areas and numerous
46 turf play areas. Now the small lot single family development will provide in this

ATTACHMENT 6

1 case a greater innovation of housing and choice of ownership most likely in this
2 case for the first time home buyer or senior.

3
4 Now the developer is asking for allowable deviations which are allowed within the
5 Planned Unit Development portion and that is as long as amenities are included
6 in the project, and I think there are quite a few amenities within this particular
7 project. The deviations that we are talking about do include lot area, lot
8 dimension, lot coverage and setbacks. Now an example of the size of the lots;
9 we're talking the lots ranging from about 1,846 square feet to approximately
10 3,181 square feet; while the unit square footage will range from anywhere 1,377
11 square feet to 1,981 square feet.

12
13 The third component of this particular project is the development agreement.
14 Now the developer had previously provided substantial public improvements in
15 the vicinity of the original project necessary to facilitate the development of the
16 adjacent Stone Ridge Town Center which is directly to the north. The Applicant
17 has identified a temporary, in this case with the Development Agreement, a
18 temporary reduction of development impact fees as necessary for the financial
19 feasibility of providing with this revised project during this time of economic
20 uncertainty. Now as part of the proposed agreement, the developer agrees to
21 build all required improvements including a recreation building and I think some
22 of the things we talked about; pool, play area; seating areas, trails, green belts,
23 parking and such.

24
25 The developer will also incorporate energy efficient features into the development
26 which may include LED or similar energy efficient lighting in common areas, solar
27 water heater for heating for the recreation building and pool as well as providing
28 energy efficiency for all housing units, which will be at least ten percent beyond
29 the requirement of current building code requirements. Now the environmental
30 determination for this project does include an addendum to the previous Negative
31 Declaration in accordance with California Environmental Quality Act Guidelines.
32 No substantial changes have occurred from the project which would require
33 major revisions of the environmental document and no new significant
34 environmental effects have been identified with this 275 unit residential single
35 family project versus the 276 unit which is just one additional unit for the multiple
36 family project which was previously approved out on that site.

37
38 The Public Notice was sent to all property owners on record surrounding the site,
39 published in the newspaper and posted on site. Staff did not receive any public
40 inquiries on the project. Now as a reminder this evening, Planning Commission
41 will be making a decision on the Tentative Map and the Conditional Use Permit
42 and will provide a recommendation to the City Council on the Development
43 Agreement. The Development Agreement will then tier off from this and be
44 presented to the City Council as an Ordinance. That concludes the Planning
45 Division's portion of the report. At this time I'd like to turn it over Clement

1 Jimenez, the Senior Engineer to discuss a couple of minor modifications to Land
2 Development Project conditions of approval.

3
4 **SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ** – Hi, good evening
5 Chair and members of the Planning Commission. My name is Clement Jimenez
6 with the Land Development Division. In addition to the green sheet before you
7 which revises one of our conditions of approval, to make it more applicable to this
8 particular project where the maintenance of the water quality basin in going to be
9 borne by the HOA and not by the City. We have eliminated some sections of our
10 special standard condition of approval there as you can see and struck out font
11 and in addition to that we have other conditions of approval that we would like to
12 revise to reflect the currently submitted map before you, which we got after we
13 wrote the conditions of approval and one of the conditions that we would like to
14 revise is LD57(c). We would like it to read, “private storm drain easement
15 retained by owner, his successors and assigns for storm drain line improvements
16 from the end of Canyon Rock Court to the Eucalyptus Avenue south right-of-
17 way”. It is basically going to be a private storm drain versus a public storm drain
18 as was previously stated. The other change is also to LD57 (g). We propose
19 that that subsection be deleted entirely. It was a typo and then the other
20 condition is LD65. That condition is no longer applicable because of the revised
21 map before you. Before this latest version of the Tentative Map there was a two
22 foot strip along the not a park area shown on sheet 3 of the Tentative Map. That
23 no longer exists because of the negotiations that Beazer has had with the
24 Eastern Municipal Water District, so it is no longer applicable and we are
25 proposing to delete that condition and that concludes the changes from Land
26 Development. Thank you.

27
28 **CHAIR DE JONG** – Okay thank you. Okay are there any Commissioner
29 questions of staff? I have a question. Mark is there, I didn’t see, is there a
30 physical connection from the development to the public use trail and if not could
31 there be one? I didn’t see one.

32
33 **PLANNING OFFICIAL TEREILL** – My understanding is that there is not and that
34 is a standard or a preference on the part of the Parks and Recreation
35 Department.

36
37 **CHAIR DE JONG** – They don’t want a connection?

38
39 **PLANNING OFFICIAL TEREILL** – They don’t; they prefer not to have private
40 connections right into the trail. If it’s possible, if there is going to be one, I’m sure
41 that has already been arranged with the prior approval, so the Applicant might be
42 able to help us out because they worked more directly with the Parks and
43 Recreation than Planning did.

44
45 **CHAIR DE JONG** – It just seems a shame that they can’t have direct access to it
46 at some point; it is such a large development.

1 **PLANNING OFFICIAL TERELL** – Right, there are access points but they are
2 further around the corner.

3
4 **CHAIR DE JONG** – I know and my other question is that I noticed there is a lot of
5 existing utilities and fire hydrants in place. Will those have to be relocated or are
6 they sufficient for this development?

7
8 **PRINCIPAL LAND DEVELOPMENT ENGINEER SAMBITO** – Hello Mr.
9 Commissioner. The answer to that is yes. Some of them will need to be
10 modified to accommodate the new layout but the Applicant made a very good
11 attempt to leave as many as they could in place to accommodate their new
12 design.

13
14 **CHAIR DE JONG** – It makes sense, good. Are there any other questions?

15
16 **COMMISSIONER GELLER** – Yes, why are the DIF fees being reduced?

17
18 **PLANNING OFFICIAL TERELL** – Primarily due to the investment in the
19 infrastructure Beazer already made in excess of what is required for their project.
20 They put in a lot of infrastructure related to the development of Stone Ridge
21 Shopping Center for which they could not get credit or reimbursement. The other
22 is obviously to induce the project because Staff feels that it will have a beneficial
23 impact on those two shopping centers and their continued growth.

24
25 **COMMISSIONER GELLER** – Okay

26
27 **COMMISSIONER DOZIER** – I was looking at the new condition where any of the
28 bio-swales or any of the water treatment on the property is going to be paid for by
29 the homeowners through the HOA. Is that typical to have the HOA pay for that?

30
31 **SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ** – Yes, for multi-family
32 residential projects that is typical as well as this project.

33
34 **COMMISSIONER DOZIER** – Alright because I noticed then there was dedicated
35 maintenance easements the City of Moreno Valley, and then if they are taking
36 care it the City is not taking care of it, so they don't need an easement. Do I
37 understand that correctly?

38
39 **SENIOR LAND DEVELOPMENT ENGINEER JIMENEZ** – That's correct

40
41 **COMMISSIONER DOZIER** – I gotcha, okay

42
43 **CHAIR DE JONG** - Okay seeing no more questions I'll go ahead and open
44 Public Testimony and call the Applicant forward. Good evening.

1 **APPLICANT** – Good evening Chair, Commissioners and Staff. First of all I want
2 to thank you for your time today. I want to say a special thanks to Mark and John
3 and the rest of the City Staff to inspect this review. Beazer has just finished off
4 about 400 units just adjacent to this property and also helped build all the main
5 infrastructure along Nason, Eucalyptus and Fir along with the commercial center
6 and as Mark was mentioning before, this is a new development for us here. We
7 started back in 2005. We actually built a model there; everything tanked and we
8 find out now that condo’s are hard to get financing for now so that’s why we
9 came up with this new detached single lot home. Beazer is really excited to be
10 here. This is our third project here recently, so we hope this will be successful
11 and hope that you guys are in favor of it also.

12
13 **CHAIR DE JONG** – Okay thank you. Are there any questions?

14
15 **COMMISSIONER GELLER** – I am concerned and I just want you to think about
16 it. I am concerned with the left elevations. I understand I guess supposedly they
17 are going to be back to back on the houses but I just don’t think that’s what we
18 had in mind when we talked about four-sided architecture. I’m not sure that there
19 is anything that we should do but I just wanted to bring that to your attention at
20 this moment.

21
22 **APPLICANT** – If I could speak on that...

23
24 **COMMISSIONER GELLER** – Sure

25
26 **APPLICANT** – The reason why the left elevation is blank on that wall below the
27 fence line is basically because the other parties patio is going to be right there,
28 so it’s kind of weird having a window looking out to your adjacent neighbor’s
29 patio. So it’s kind of a privacy thing...

30
31 **CHAIR DE JONG** – That is in all cases?

32
33 **APPLICANT** – In all cases and then if see on the left elevation end units it is on
34 the top. That’s where we provided the additional windows on the elevation.

35
36 **CHAIR DE JONG** – So the blank wall would never be facing a street or a drive?

37
38 **APPLICANT** – Never be facing a street or a drive...

39
40 **CHAIR DE JONG** – Okay, does that make any difference down there?

41
42 **COMMISSIONER GELLER** – You know it’s hard till you actually drive by them.
43 That’s been said many times and you drive through some of these
44 neighborhoods and they look absolutely abysmal because you can see clearly
45 between the houses and just all these blank walls. I’m not suggesting you put
46 more windows in. I don’t know, I just... the theory that no one sees it just never

1 seems to... but again I don't have the ability to visualize driving through the
2 complex, but that's exactly what I didn't want to have to see.

3
4 **PLANNING OFFICIAL TERELL** – Yes we did and unfortunately that was so long
5 ago I don't think I saved, but there were pictures... Beazer has built a similar
6 project up in Sacramento and we had the opportunity to see pictures of it and
7 what they had done there is they provided street scenes and in looking down the
8 street what you could normally see was kind of the return on the houses and you
9 can see on certainly the top one, the detailing is closest to the end of the unit
10 where it's most likely to be seen, so we did as for that. Originally as I recall there
11 was nothing on those walls, so it's a faux window, it's not a real window or a
12 window with the shutters closed, so it's a little more detailed than you can see,
13 but we tried to focus those on the ends of the units where you are most likely to
14 see between the units. The difference between... there are probably some that
15 are wider but the typical distance between them is feet between units. The
16 typical distance between say single family tracts, where we realize you can see
17 much more is 15 feet between homes, so it's much, much closer.

18
19 **CHAIR DE JONG** – And houses with 15 feet between them really do have the
20 four-sided architecture addressed and that's a different story.

21
22 **PLANNING OFFICIAL TERELL** – Well we haven't see any since the Ordinance
23 was... but that's the intent; yes; in those cases you would have windows on all
24 four sides and those windows would all have detailing similar to what is on the
25 front.

26
27 **COMMISSIONER GELLER** – I have a couple other questions. Is the HOA going
28 to be responsible for the front yard maintenance?

29
30 **APPLICANT** – That is correct

31
32 **COMMISSIONER GELLER** – Okay, I know that had been done on many of
33 these so they will have a consistent look. And how much guest parking is there
34 and how far is it? I mean if someone has a party, where are the people going to
35 park?

36
37 **APPLICANT** – There is a half-unit per... there is a half-space per resident and
38 they are bay parking, so it's like in a standard parking lot and they are scattered
39 pretty well throughout the site.

40
41 **SENIOR PLANNER GROSS** – There is a total I believe of 138

42
43 **COMMISSIONER GELLER** – They are well hidden

44
45 **PLANNING OFFICIAL TERELL** – When you start counting, there is like three
46 here and four there and six there and it's up to 138.

1 **COMMISSIONER GELLER** – Okay that’s all I have

2
3 **CHAIR DE JONG** – Thank you. Are there any Commissioners of the Applicant?
4 Okay, I don’t have any right now either

5
6 **APPLICANT** – Thank you

7
8 **CHAIR DE JONG** – Okay I’m going to close Public Testimony and open
9 Commissioner Debate.

10
11 **COMMISSIONER GELLER** – Well I guess I’ll go first to go last. Yes other than
12 the left elevations, you know if they are always only going to be six feet apart I
13 guess you’re not going to see them. I’m certainly not going to have somebody do
14 something for nothing; just you know again looking at the pictures they don’t...
15 but I think this is for whole array of reasons and all the reasons specified, that
16 this is the development concept of the future in terms of keeping the costs down;
17 keeping the energy efficiency down; walkability; closeness to the shopping
18 center. I mean I’d say I think this is for a whole array of reasons probably the
19 building style of the future and the PUD is a great concept to allow far more
20 flexibility than just having rows and rows of identical lots of somewhat identical
21 houses and I know this area well. I’ve spent the last 20 years hiking through
22 there. I’ve been watching the trails develop over the years and trying to figure
23 out how to get around the houses, but you know I certainly know this area well
24 and like I say I think this kind of innovative design is really the future of detached
25 houses as a practical matter. Nobody is going to be able afford anything else
26 and I think they’ve done an excellent job. I think it is going to be a nice looking
27 center and the other work that they have done in that center you know exceeded
28 my expectations in terms of overall and I approved that whole thing a long, long
29 time ago, so I’m in support of the project and I have no objection to the
30 amendments to the conditions.

31
32 **CHAIR DE JONG** – Okay, George...

33
34 **COMMISSIONER SALAS** – Well I’m not happy with... I don’t like the six feet
35 houses every three feet apart or six feet apart, but I agree with Commissioner
36 Geller on the economic times that I guess this is going to be what we are looking
37 at. They’ve done a real good job of presentation and the elevations are nice
38 looking, so I’ll support the project.

39
40 **COMMISSIONER GELLER** – And lastly no one has to buy them, I mean if they
41 don’t want neighbors that close they don’t buy this product.

42
43 **CHAIR DE JONG** – That’s a better way to put it.

44
45 **COMMISSIONER GELLER** – Yes, that’s what I meant to say. I wasn’t...
46

1 **COMMISSIONER DOZIER** – I was very pleased to see this come forward
2 because I thought that it was going to stay vacant for a longer period of time as
3 the development community tried to figure out where the market was going to be,
4 so I'm happy to see it come forward at this time. It's kind of the light at the end of
5 tunnel kind of thing. We get some construction going in town and we take an
6 area that is now vacant and looks unfinished and it gets finished and it will
7 certainly improve the prospects for additional business for the center which is
8 right across the street and around the corner. All of those are positives for the
9 City. We are talking about jobs; we're talking about capital investment and this is
10 a sign of the economic times. You can't pencil out the same kinds of projects
11 that were penciled out just three years ago or four years ago in a different
12 economy and I think these look very, very good and I've seen other projects like
13 it that are designed similarly where the people work it out. They are happy to
14 own their own home. They are happy and they show pride of ownership. The
15 problems that you have with parking and closeness... actually the closeness
16 forces you almost to know your neighbor a little better and so people just work it
17 out. They have a big party; they work it out. They say hey I'm going to have a
18 party this Saturday and I need your space and your space and your space and if
19 it's okay for a few hours they work it out, so I'm happy to see it and I certainly am
20 supportive of it. It is coming a lot sooner than I thought.

21
22 **VICE CHAIR BAKER** – Yes I think this is a great project for the area and we're
23 moving towards getting some housing for people that is affordable. They are not
24 going to have to mortgage the farm to get in here. In looking at this, there are a
25 lot of amenities for these people in this close to 30 acres. I see there is a spa in
26 there; a pool; a big open space. This is a great deal, so I'm behind it 100 percent
27 and I see all those parking spaces in here when I go to the colored layout, which
28 there is probably way over a hundred, so I'm always concerned when I see
29 something like this because parking is a real problem when you have a couple of
30 guests and they are sprinkled out here pretty nicely. I like the remote gated
31 access; that is always good, so there are a lot of plusses to this project, so I'm for
32 it and I think we need to move forward with it. Thank you

33
34 **CHAIR DE JONG** – I too am in support. I think this is another great product to
35 our housing portfolio in the City. It's just another different product that people
36 can choose from and I think that's what makes it so great. It is a sign of the
37 times; the reduced size and the smaller side yards, but that is what a lot of
38 people are going to be wanting. I had a question for Traffic. Is this going to put a
39 pinch on the end of Eucalyptus there where it kind of dead ends to the right there
40 down by Walmart? I know that is more out of our hands; it is more in Cal Trans
41 getting that end of the street off-ramp kind of thing redesigned. Is that going to
42 move forward any time soon any faster than was originally planned?

43
44 **TRAFFIC ENGINEER LEWIS** – Good evening; Eric Lewis, City Traffic Engineer.
45 There aren't immediate plans to get that work done. It is a lot of money to build
46 the interchange obviously so thankfully though Nason is moving along very

1 quickly here and so they'll be some bumps in the road so to speak for a little
2 while and then a lot of progress and then the next phase will probably be Moreno
3 Beach.

4
5 **CHAIR DE JONG** – Good, okay, I didn't mean to divert much on that. I really like
6 keeping the open space. I'm glad that we as a City have decided to maintain the
7 rocky boulder open spaces. I think it is going to be a great product and if I may
8 bring my fellow Commissioner attention to this elevation here where it shows
9 along the street, it has windows along the bottom of it, so it's a different elevation,
10 so that's good. I was happy to see that too. With that I think we're ready for a
11 motion.

12
13 **COMMISSIONER DOZIER** – When you alluded to traffic patterns, I just want to
14 go on the public record and say we sometimes as planners, people say why did
15 you approve all of those homes and all of those cars before the street
16 intersections were done? This is some of the reason why. There is a need to
17 move forward with kind of project and there are so many plusses for it that we
18 can't wait to do those intersections; one, because of the cost and the times today
19 and trying to get that money to do those kinds of improvements. Sure we would
20 like to do them ahead of time and if we had the money and the power it would
21 already be done before the project is approved, so for a little while it is going to
22 be a little inconvenient. I know that stop light at Nason going onto the freeway;
23 that bridge overpass is going to get backed up from time to time but the local
24 residents are going to have to try to avoid it and go around it and figure out
25 another way to traverse through there, but I want to go on record and say that
26 we're aware of it; we know it; we're not doing this in a void, but sometimes things
27 have to go forward first before we can get in a position to make it so that is really,
28 really convenient for everybody.

29
30 **CHAIR DE JONG** – Well said

31
32 **PLANNING OFFICIAL TERELL** – Following onto that point, the development
33 agreement as proposed, there are no reductions in the TUMF fee; the regional
34 fee and those are the fees that really pay for those big improvements like
35 interchanges as in the case of Nason and the design work for Moreno Beach
36 which is actually pretty far along.

37
38 **CHAIR DE JONG** – Good, glad to hear that. Who would like to make a motion
39 tonight or are we ready for one? I think we're ready for it.

40
41 **COMMISSIONER GELLER** – Well I'll make it since...

42
43 **CHAIR DE JONG** – Well this will be the last time
44

1 **COMMISSIONER GELLER** – Yes you won't have me to kick around so...
2 alright... I'd like to make a motion that we **APPROVE** Resolution No. 2011-05,
3 2011-06 and 2011-07 and thereby:

- 4 1. **ADOPT** an Addendum to a Negative Declaration; and,
- 5 2. **APPROVE** PA10-0038 Tentative Tract Map No. 36340, PA10-0039
6 Conditional Use Permit/Planned Unit Development for a 275 lot single family
7 residential development with common and natural open space areas and a
8 community recreation building with pool on an approximately 29 gross-acre
9 site in the R15 (Residential 15) and OS (Open Space) land use districts,
10 based on the findings included in the Resolutions, subject to the attached
11 conditions of approval as amended included as Exhibit A to the resolution,
12 Attachments 2 and 3; and,
- 13 3. **RECOMMEND** that the City Council **APPROVE** PA10-0028 Development
14 Agreement based on the findings included in the resolution, (Attachment 4).

15
16 **VICE CHAIR BAKER** - Second

17
18 **CHAIR DE JONG** – Thank you and we have a second. Is there any discussion?
19 All those in favor?

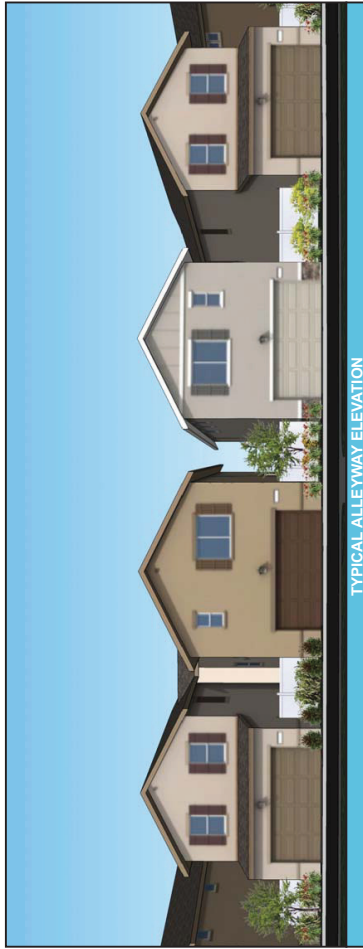
20
21 Opposed – 0

22
23 **Motion carries 5 – 0**

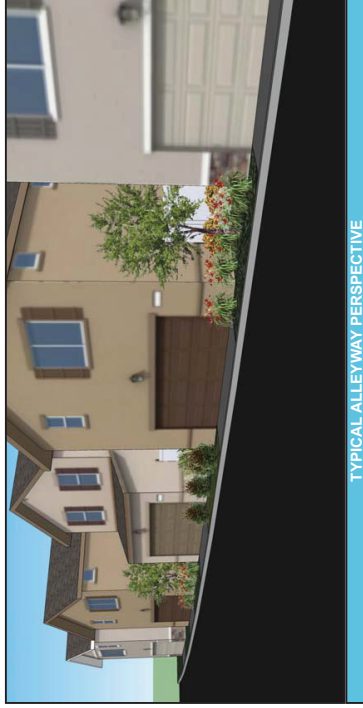
24
25 **CHAIR DE JONG** – Staff wrap up please

26
27 **PLANNING OFFICIAL TERELL** – Yes the Tentative Tract Map and the
28 Conditional Use Permit shall become final... Those approvals unless appealed to
29 the City Council within 15 days or actually 10 days; I'm sorry, there is a Tentative
30 Tract Map included and then the Development Agreement will go forward to the
31 City Council for final review and action and that is scheduled for March 22nd.

32
33 **CHAIR DE JONG** – Okay thank you very much. Thank you and good luck.
34
35
36
37
38
39
40
41
42
43
44
45
46



TYPICAL ALLEYWAY ELEVATION



TYPICAL ALLEYWAY PERSPECTIVE

PLANTING CONCEPT
Residential alleyway will be enhanced with various sizes of colorful shrubs and groundcovers to define streetscape theme and to screen portions of the building architecture.



ROCKCLIFFE AT STONERIDGE RANCH



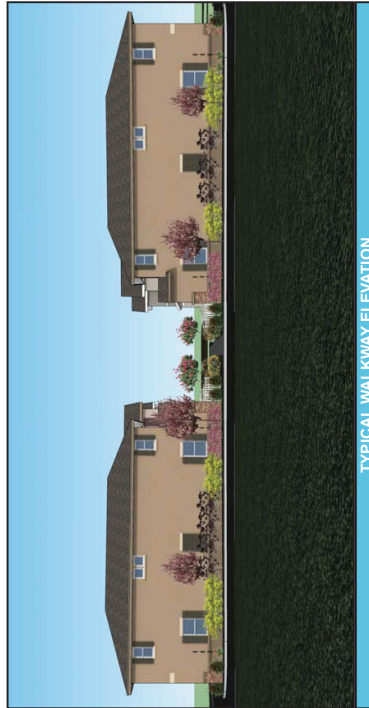


TYPICAL FRONT YARD ELEVATION



TYPICAL WALKWAY PERSPECTIVE

PLANTING CONCEPT
 Typical front yard landscape concept provides a private courtyard and accent landscaping in common areas. Common area landscaping includes colorful accent trees and shrubs to define areas and provides an aesthetically pleasing experience.



TYPICAL WALKWAY ELEVATION



TYPICAL CORNER PERSPECTIVE

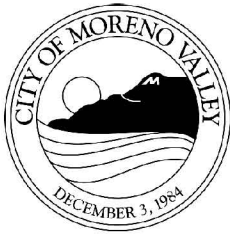
PLANTING CONCEPT
 Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.



ROCKCLIFFE AT STONERIDGE RANCH



This page intentionally left blank.



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</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: May 24, 2011

TITLE: 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 PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE PROJECT
PROJECT NO. 11-41570125

RECOMMENDED ACTION

Staff recommends that the City Council

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.
3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement 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.

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.
5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct.
6. Adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-39 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 Property [APN: 482-230-013].
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.

BACKGROUND

This project is to widen and improve Perris Boulevard from Perris Valley Storm Drain Lateral "B" to Cactus Avenue to an arterial street standard with a curb-to-curb width of 86 feet (86') within a 110 feet (110') right of way. The proposed Perris Boulevard improvements will include curb, gutter, sidewalk, pavement, traffic signal modifications, streetlight relocations, signing and striping, and related road improvements. Additionally, right of way acquisition is required for areas where the ultimate street right of way has not been previously obtained.

On May 26, 2009, the environmental document, which was a Mitigated Negative Declaration (MND), was approved by City Council. On May 29, 2009, the Notice of Determination for the MND was filed with the Riverside County Clerk.

In Closed Session on July 6, 2010, the City Council approved appraisals for the fair market value of the right of way for nine (9) properties sought to be acquired, and the City Council authorized staff to proceed with negotiations to purchase all required right of way.

DISCUSSION

The City has been progressing in the steps necessary for the completion of design and acquisition of right of way in order to begin construction of the Project by November 2011. Offer letters required under Government Code § 7267.2 were sent to the property owners for acquisition of easements necessary for the Project. To date the

City has acquired easements from all but one of the property owners. City staff is continuing good faith negotiations in an attempt to reach agreement with the remaining owner, who owns the property identified by APN 482-230-013 (Perris Home, LLC, and Huo-You Liang). If the owner executes an "Agreement for Conveyance of Property," staff will present the agreement to the City for approval, and if the agreement is approved, the City can immediately discontinue the eminent domain process.

At the hearing on the proposed Resolution of Necessity, the City Council will consider evidence presented by staff, property owners and other interested parties and decide if the requirements set out below are met. The Council may elect to adopt the Resolution of Necessity by a two-thirds vote of all members of the City Council. The amount of compensation to be paid will not be an issue at the hearing nor in determining whether to adopt the Resolution of Necessity. The issues the City Council must consider to adopt the Resolution of Necessity are whether:

(a) The public interest and necessity require the Project (Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue).

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the Project.

(d) The offer required by Government Code § 7267.2 has been made to the owner of record.

Staff has carefully analyzed the requirement for the proposed Project and, based on that analysis has concluded the acquisition of the roadway easement as identified in the proposed Resolution of Necessity are necessary to implement the Project. Staff recommends acquiring this sole remaining easement, as Perris Boulevard is a major arterial gateway to the City and a critical segment that will benefit residents, commuters, and the City as a whole.

It is also necessary that the Council find that the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement necessary for the Project are exempt from CEQA under § 15061 (b) (3) of the CEQA Guidelines. It has been determined that the proposed activity is within the scope of and is consistent with the approved MND prepared for the Project.

Recent changes in the state eminent domain law have increased the advance time necessary to obtain possession prior to judgment. In order to commence construction work in or about November 2011, the City Council will have to authorize counsel to deposit funds equal to the appraised fair market value of the interests to be acquired and to seek and obtain orders for possession prior to judgment. The property in question is vacant and no residents, business, or agricultural use will be displaced by the action.

Staff is requesting the adoption of the proposed Resolution of Necessity for the property authorizing the filing of eminent domain proceedings, obtaining orders for the deposit of funds for the probable amount of compensation and seeking orders for possession prior to judgment to allow the work to proceed in a timely manner. Staff is providing the City Council with a proposed "Factual Summary to Support Findings Required in the Resolution," attached to this report as Attachments "B" to support the findings necessary for the adoption of the Resolution of Necessity.

ALTERNATIVES

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing, approve and adopt the Planning Division's finding that the Project is consistent with the General Plan, find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement 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, find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-39 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 Property [APN: 482-230-013], and 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. *This alternative will allow the filing of an eminent domain(s) action to acquire property necessary so the Project will proceed without interruption.*
2. Do not conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Do not close the hearing, do not approve and adopt the Planning Division's finding that the Project is consistent with

the General Plan, do not find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement 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, do not find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity, do not find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct, do not adopt the following Resolution by a vote of two-thirds of all members of the City Council, Resolution No. 2011-39 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 Property [APN: 482-230-013], and do not 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. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The Court action(s) authorized by the proposed Resolution of Necessity will require a deposit of funds equal to the amounts of the projected just compensation for the roadway easement sought in the eminent domain action (the probable compensation). The final just compensation will be determined through further negotiations and settlement or by the final disposition of the court proceeding through entry of judgments and final orders of condemnation in the action after trial. Additional court costs, appraisal, and legal expenses for the eminent domain filing will also accrue.

Transportation Uniform Mitigation Fee (Fund 415 – TUMF) provides a 68.6% reimbursement to the City's 31.4% matching funds from Fund 416 – DIF Arterial Streets for this project. These funds have been allocated for the Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue and cannot be utilized for operational activities. There is no impact to the General Fund.

Acquisition costs were budgeted in FY 2010/2011. The costs to proceed with filing the Resolution of Necessity can be paid from the existing budget. If the property goes to trial, the expenses for such will be estimated and addressed at the appropriate time.

BUDGETED FUNDS FOR FISCAL YEAR 2010/2011

TUMF (Account No. 415.70125)	\$1,713,700
DIF Arterial Streets (Account No. 416.78526).....	<u>\$570,200</u>
Total Funding	\$2,283,900

ESTIMATED DESIGN/RIGHT OF WAY COSTS

Remaining Design Costs.....	\$200,000
Right of Way & Utility Relocation.....	<u>\$600,000</u>
Total Estimated Costs	\$800,000

ANTICIPATED PROJECT SCHEDULE

Complete Right of Way Acquisition Phase*	September 2011
Construction Start Date**	November 2011
Construction End Date	September 2012

*Contingent upon agreement with remaining property owners

**Contingent on obtaining all right of way via agreement or eminent domain and obtaining full construction funding from Riverside County Transportation Commission (RCTC)

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

Staff is requesting the above recommended actions relating to and including adoption of the Resolution of Necessity to authorize eminent domain proceedings for the Project because settlements with all property owners have not been reached to date.

ATTACHMENTS/EXHIBITS

- Attachment "A" - Resolution No. 2011-39 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 [APN: 482-230-013]
- Attachment "B" - Factual Summary to Support Findings Required in of the Resolution of Necessity
- Attachment "C" - Proposed Improvements Fronting APN 482-230-013

 Prepared By:
 Larry Gonzales
 Senior Engineer, P.E.

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

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

 Concurred By:
 John Terell
 Planning Division Manager/Planning Official

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

W:\CapProj\CapProj\PROJECTS\Larry - 11-41570125 Perris Blvd. from PVSD Lateral B to Cactus Ave\CC Reports\052411 CC - Resolution of Necessity\Staff Report - Resolution of Necessity 052411 CC Report Final.doc

RESOLUTION NO. 2011-39

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.

WHEREAS, notice and a reasonable opportunity to appear and be heard has been given to the person who appears to be the owner of the hereinafter described parcel of property in accordance with CCP Section 1245.235, relating to whether the public interest and necessity require the herein-described project; the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and the property sought to be acquired is necessary for the project; and said hearing was held and conducted before the City Council on May 24, 2011, at the time and place indicated in the notice of hearing; and

WHEREAS, the City Council has considered all matters necessary to be considered and duly presented at said hearing; and

Resolution No. 2011-
Date Adopted: May 24, 2011

Attachment "A"

WHEREAS, at least two-thirds of the City Council do hereby vote to adopt this Resolution;

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

Section 1. Pursuant to the provisions of the California Constitution, including Article I, Section 19 thereof, and as authorized by Government Code, Sections 37350, 37350.5, 37351, 40401 and 40404 and pursuant to the applicable provisions of California Code of Civil Procedure, Sections 1230.010, et seq, and other applicable provisions of law, the City of Moreno Valley is authorized to acquire the permanent easement interests in the parcel of real property which is shown on the map attached hereto; and described more fully in the description set forth in Exhibit "A - Right of Way Easement" attached hereto; said real property sometimes being hereinafter referred to as "the property" and more commonly known as Assessor's Parcel No. 482-230-013. And said Exhibit, as attached hereto and incorporated herein by this reference, describe the general location and extent of the parcel of property, including the easement interests therein, being taken.

Section 2. Acquisition of the hereinabove described parcel of property sought to be condemned herein or of one or more interest therein, is for a public use, to wit: for the widening and improvement of Perris Boulevard from Perris Valley Storm Drain Lateral "B" to Cactus Avenue, for street and highway purposes, for construction, reconstruction, operation, removal, replacement, widening, relocation, repair and maintenance of public street and highway and incidental improvements, uses and purposes, including drains, sewers and utilities, and all improvements described in the construction plans, including any

Resolution No. 2011-
Date Adopted: May 24, 2011

modifications thereof, and for uses and purposes consistent therewith and related thereto, and including, without limitation by this reference, the right to enter upon and for ingress and egress upon, to and from said parcel of property, said proposed acquisition and use being hereinafter referred to as "the Project".

Section 3. The interests in the parcel of property sought to be condemned herein, which constitutes only a portion of a larger parcel of property, is described herein, and the Property is situated in the City of Moreno Valley, County of Riverside, State of California.

Section 4. The City Council further hereby declares, finds, determines and resolves as follows:

- (a) The public interest and necessity require the Project;
- (b) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (c) The Parcel of Property, or the interest to be acquired therein, is necessary for the Project; and
- (d) The offer required by Government Code §7267.2 has been made to the property owner or owners of record.

Section 5. In the event any of the Property or the interests to be acquired therein is already appropriated to an existing and different public use, the City Council hereby finds that the herein-described public use or uses are more necessary than said existing public use, and acquisition hereby is permitted under the provisions of California Code of Civil Procedure, Sections 1240.610, et seq.

Section 6. The City Attorney is authorized to make such minor changes in

Resolution No. 2011-
Date Adopted: May 24, 2011

the descriptions of the Property, and in the pleadings to be filed which have been authorized herein, as deemed necessary, for the conduct of the condemnation action or other proceedings required to acquire the Property.

Section 7. The City Council finds and determines that the purposes for which the above-described property is to be taken are public purposes and the uses therefor are authorized by law, and the taking of said property or property interest is necessary to such uses.

Section 8. The City Council hereby authorizes and directs the preparation and prosecution of proceedings in the name of the City of Moreno Valley in the Superior Court of the State of California, for the County of Riverside, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the Property and property interests by condemnation in accordance with the provisions of the Constitution and laws of the State of California relating to eminent domain, to obtain easements in, over, under, across, along, through, and within the Property, as described herein, and to obtain an order permitting the City, as plaintiff, to take immediate possession of the Property for use in construction and completion of the Project, and to obtain all other proper orders and judgment as may be necessary.

Section 9. The City Attorney, and/or the firm retained as counsel to represent the City in the proceedings, are hereby authorized to prepare and prosecute in the name of the City such proceeding or proceedings as are necessary to such acquisition; and to prepare and file such pleadings, briefs and other documents, and to make such arguments and to take such actions as may be necessary in the opinion of said attorneys to acquire for said City possession including prejudgment possession and title and ownership

Resolution No. 2011-
Date Adopted: May 24, 2011

of the Property and real property interests sought herein. Said attorneys are specifically authorized to take whatever steps and procedures are available to them under the eminent domain law of the State of California (Code of Civil Procedure, Title 7, Chapters 1-12, Sections 1230.010 and following).

Section 10. Deposit in court and payment of money out of proper funds of the City for probable just compensation according to law, for jury fees, reporter's fees, and other litigation expenses, is hereby authorized.

APPROVED AND ADOPTED this 24th day of May, 2011.

Richard Stewart, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2011-
Date Adopted: May 24, 2011

This page intentionally left blank.

**LEGAL DESCRIPTION
CITY OF MORENO VALLEY
RIGHT OF WAY EASEMENT**

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF LOT 8 OF BLOCK 142 AS SHOWN ON THE MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., FILED IN BOOK 11 OF MAPS, PAGE 10, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PERRIS BOULEVARD AND DELPHINIUM AVENUE;

THENCE NORTH 00°26'14" EAST ALONG SAID CENTERLINE OF PERRIS BOULEVARD, A DISTANCE OF 660.06 FEET;

THENCE NORTH 89°33'26" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN GRANT DEED RECORDED MAY 29, 2004 AS DOCUMENT NO. 2004-0503048, RECORDS OF RIVERSIDE COUNTY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 8 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°33'26" WEST ALONG THE NORTHERLY LINE OF SAID LAND, A DISTANCE OF 25.00 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 55.00 FEET WESTERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF SAID PERRIS BOULEVARD;

THENCE SOUTH 00°26'14" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 420.06 FEET TO A LINE IN THE SOUTHERLY BOUNDARY OF SAID LAND;


THENCE SOUTH 89°33'05" EAST, A DISTANCE OF 25.00 FEET TO MOST SOUTHERLY POINT ON THE MOST EASTERLY LINE OF SAID GRANT DEED;

THENCE NORTH 00°26'14" EAST ALONG SAID MOST EASTERLY LINE, A DISTANCE OF 420.06 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 10,501 SQUARE FEET (0.2411 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RICHARD C. MAHER, P.L.S. 7564
LICENSE EXPIRES 12-31-2009

09/16/09
DATE



SEPTEMBER 16, 2009
PAGE 1 OF 1





EXHIBIT "A - RIGHT OF WAY EASEMENT"

CITY OF MORENO VALLEY
RIGHT OF WAY EASEMENT
INDEX SHEET



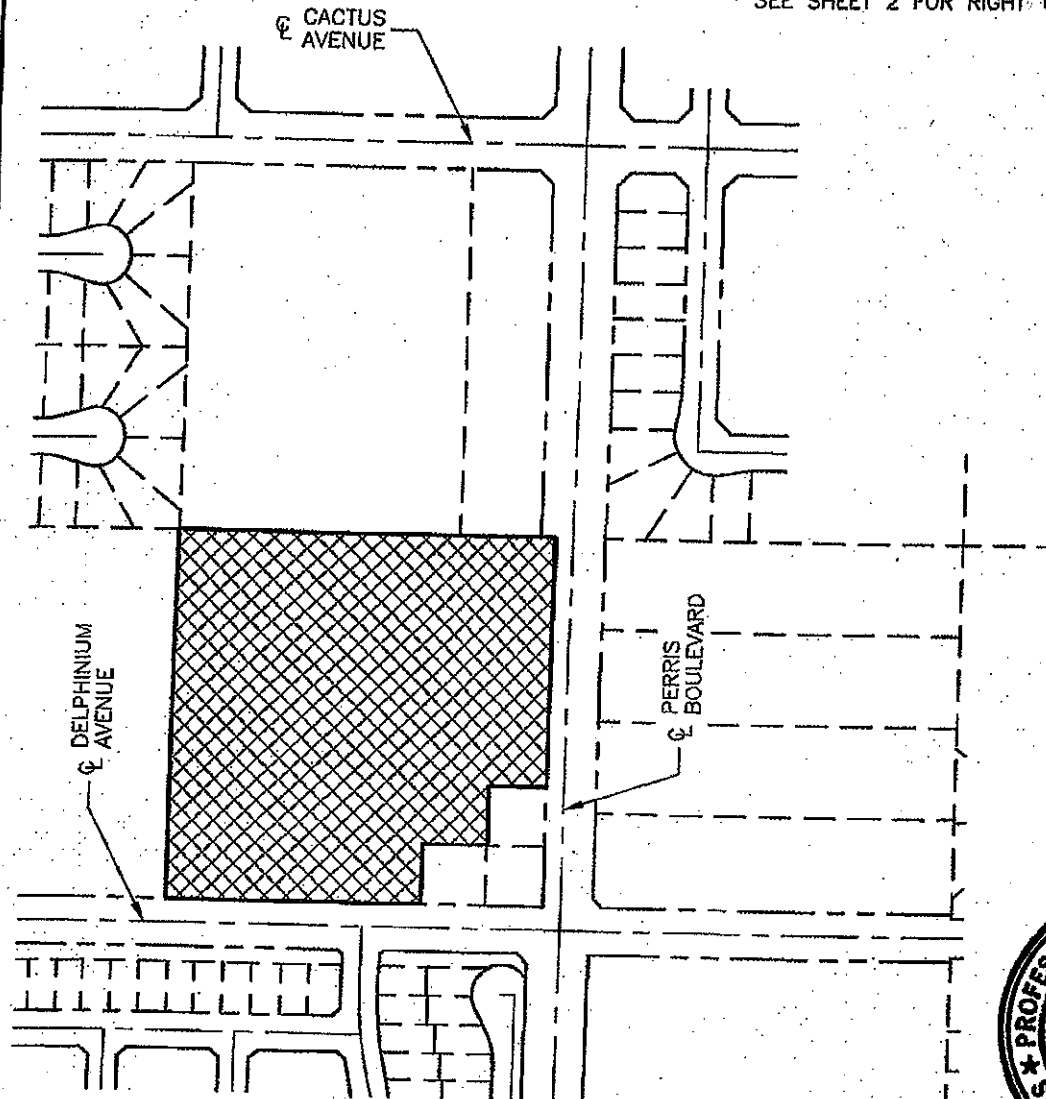
0 150 300
SCALE: 1"=300'

LEGEND:

-  = A.P.N. 482-230-013
CITY OF MORENO VALLEY
-  CENTER LINE
-  RIGHT-OF-WAY LINE
-  LOT LINE

NOTE:

SEE SHEET 2 FOR RIGHT OF WAY EASEMENT



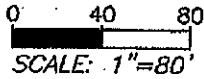
KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

Richard C. Maher 9/16/09

RICHARD C. MAHER, PLS 7564 (CA)
MY LICENSE EXPIRES ON 12/31/09

CITY OF MORENO VALLEY
RIGHT OF WAY EASEMENT



LEGEND:

- LIMITS OF EASEMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- CENTER LINE
- - - RIGHT-OF-WAY LINE
- - - LOT LINE
- - - EASEMENT LINE

BEAR VALLEY AND ALESSANDRO
DEVELOPMENT CO.
LOT 1, BLOCK 142
M.B. 11/10
APN 482-582-040

EASEMENT FOR PIPELINES
AND INCIDENTAL PURPOSES
IN BK. 1527, PG. 236, O.R.

BEAR VALLEY AND ALESSANDRO
DEVELOPMENT CO.
LOT 8, BLOCK 142
M.B. 11/10

DOC. #2004-0503048
RECORDED 05/29/2004

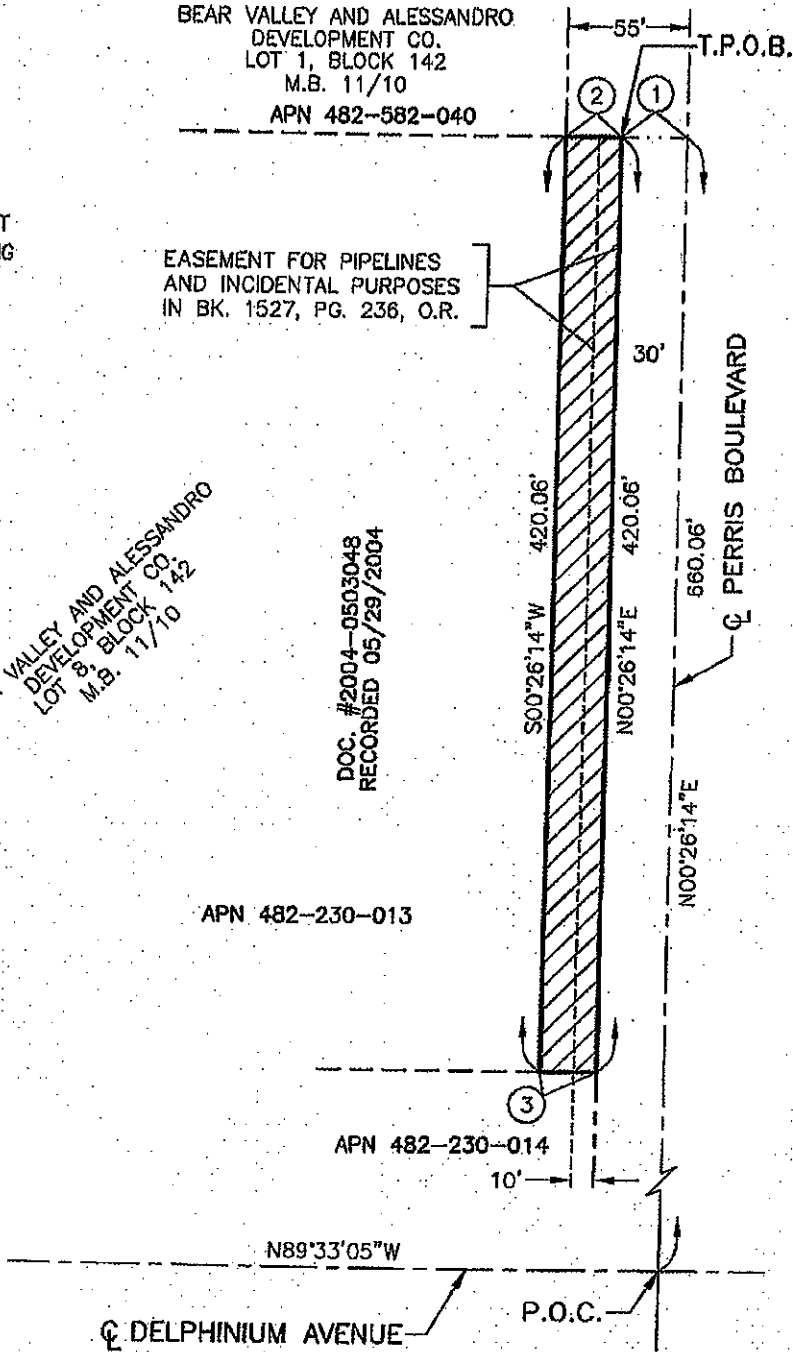
APN 482-230-013

APN 482-230-014

LINE DATA TABLE		
BEARING	DISTANCE	
1	N89°33'26"W	30.00'
2	N89°33'26"W	25.00'
3	S89°33'05"E	25.00'

AREA OF EASEMENT

10,501 SQ. FT. (0.2411 AC.)



KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

A.P.N. 482-230-013

This page intentionally left blank.

FACTUAL SUMMARY TO SUPPORT
FINDINGS REQUIRED IN RESOLUTION NO. 2011-_____

a) Notice and reasonable opportunity to appear and be heard has been given to the property owner affected by the Resolution of Necessity by the mailing of the Notice of Intent to Adopt Resolution of Necessity to Acquire Certain Real Property or Interest in Property by Eminent Domain on April 26, 2011, in conformance with and as required by statute.

b) The public interest and necessity require this project:

Perris Boulevard from the Perris Valley Storm Drain Lateral "B" to Cactus Avenue and the adjoining streets have experienced rapid and heavy increases in traffic volume and the heavy use of the existing street improvements creates significant traffic congestion and constitutes traffic safety hazards. Future growth of the region and development within the area will further add traffic volume. The existing right of way for Perris Boulevard in the area of the Project is insufficient to allow the street improvements as designed to be completed that is necessary to accommodate future increases in anticipated traffic volumes.

It is also necessary to complete the roadway improvements to comply with the City's General Plan and Circulation Element and to provide for more efficient and safe vehicular travel.

The proposed roadway easement will provide sufficient right of way to allow the improvement of Perris Boulevard from the Perris Valley Storm Drain Lateral "B" to Cactus Avenue (Project). Without the acquisition of the roadway easement, the Project cannot be completed as planned and the goals and policies of the General Plan cannot be implemented.

The Project involves the widening and rehabilitation of Perris Boulevard from the Perris Valley Storm Drain Lateral "B" to Cactus Avenue, including street, signing, striping, waterline, and other related road improvements. Street improvements are an authorized activity under Section 319 of the Moreno Valley Community Redevelopment Agency's (RDA) Redevelopment plan.

The implementation of the Project will implement the City's General Plan and the City Council's goals to create proper and free flowing streets and highways to further implement the Circulation Element of the General Plan.

It is further necessary to adopt the Resolution of Necessity to permit the City to file an eminent domain proceeding, deposit the amount of probable compensation, and obtain an order for possession prior to judgment to allow possession to occur by November 2011, to meet the time schedule for the improvements to Perris Boulevard from the Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

Attachment "B"

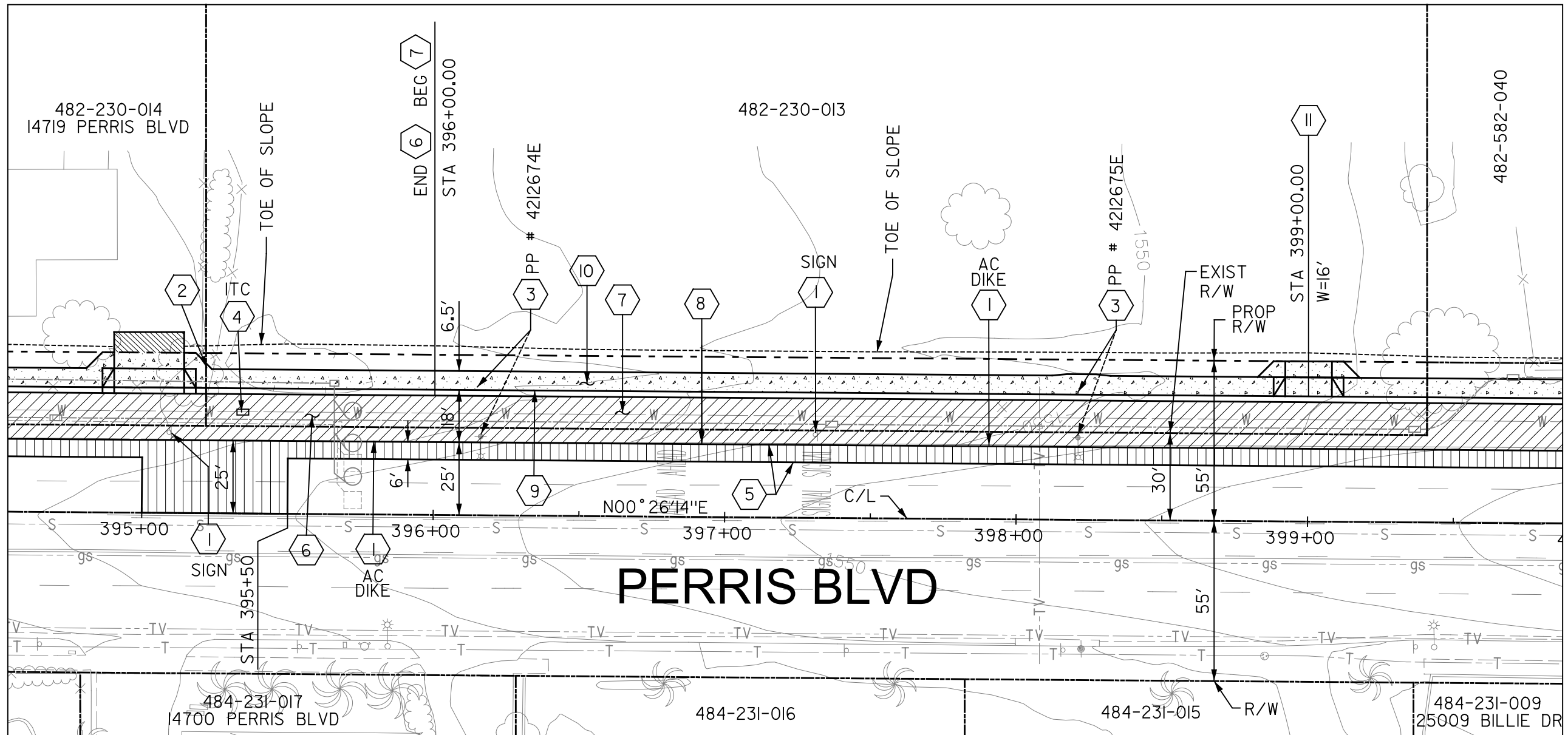
c) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury:

The design of the improvements for the Project in the area contemplated has been carefully considered to minimize the impact of the Project on adjacent privately owned property while addressing the need for proper traffic flow, circulation and safety. The improvements contemplated by the Project to complete the work of the Project require the acquisition of the roadway easement for the installation, operation, and maintenance of the proposed roadway improvements. The roadway easement acquisition is designed to require the take of the minimum amount of property interests necessary to accomplish and permit the construction of the Project. The Project was planned and located in such a manner that the property to be taken in the action is vacant and no residents, businesses, or agricultural uses will be displaced by the Project - thereby minimizing private injury.

d) The fee and easement interests are necessary to the project:

The existing right of way for the Project is not large enough to allow for the construction of the proposed roadway improvements. The additional right of way is necessary to allow for the construction, operation, and maintenance of the proposed roadway improvements. The Project will improve traffic safety and circulation in the area.

e) All required offers have been made to the property owner in conformance with and in the manner required by § 7267.2 of the California Government Code.

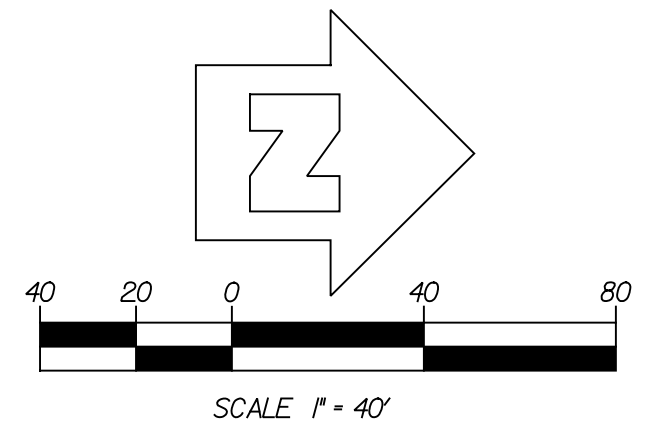


-641-

CONSTRUCTION NOTES

- ① REMOVE EXISTING
- ② REMOVE TREE AND PLANT NEW TREE
- ③ RELOCATE BY SCE
- ④ RELOCATE BY EMWD
- ⑤ 0.17' COLDMILL & VARIOUS THICKNESS AC OVERLAY OVER EXISTING AC PAVEMENT PER CROSS SECTION
- ⑥ CONSTRUCT 0.67' AC OVER 1.25' AGGREGATE BASE

- ⑦ CONSTRUCT 0.58' AC OVER 1.17' AGGREGATE BASE
- ⑧ SAWCUT AND JOIN EXISTING AC PAVEMENT PER CITY OF MORENO VALLEY STD. PLAN NO. 132
- ⑨ CONSTRUCT TYPE 8 INTEGRAL CURB AND GUTTER PER CITY OF MORENO VALLEY STD. PLAN NO. 201
- ⑩ CONSTRUCT 4" THICK PCC SIDEWALK PER CITY OF MORENO VALLEY STD. PLAN NOS. 210/213
- ⑪ CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH PER CITY OF MORENO VALLEY STD. PLAN NO. 117A



PLANS PREPARED BY

AECOM
 901 VIA PIEMONTE, 5TH FLOOR
 ONTARIO, CA 91764
 TEL. (909) 579-3050
 FAX: (909) 579-3997

ATTACHMENT "C"

PERRIS BLVD. STREET IMPROVEMENTS PROJECT

PROPOSED IMPROVEMENTS FRONTING
 APN 482-230-013

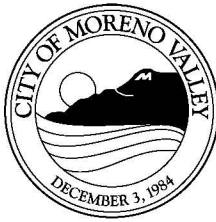
Item No. 2

This page intentionally left blank.

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

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

This page intentionally left blank.



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

Report to City Council

TO: Mayor and City Council Acting in their Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

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

AGENDA DATE: May 24, 2011

TITLE: REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT'S PROPOSED FISCAL YEAR 2011/2012 ANNUAL CHARGES

RECOMMENDED ACTION

Staff recommends that the Mayor and the City Council, acting in their capacities as President and Members of the Board of Directors of the Moreno Valley Community Services District ("CSD Board"), accept public comments regarding the proposed fiscal year (FY) 2011/2012 annual CSD charges. The proposed charges shall fund program services for parks, recreation programs and services, residential street lighting, arterial street lighting, parkway landscaping, extensive parkway landscaping, internal parkway landscaping, medians, and maintenance of certain Sunnymead Boulevard improvements. These programs, services, and associated charges are discussed in detail in the Preliminary Annual Levy Report, which is on file in the office of the City Clerk.

ADVISORY COMMITTEE RECOMMENDATION

N/A

BACKGROUND

Moreno Valley voters created the Community Services District (CSD) when the City was incorporated in 1984. The CSD was established to provide property owners special benefit programs such as parks and community services, residential and arterial street lighting, parkway landscape maintenance, and median landscape maintenance. Each CSD Zone is created to fund services provided by the CSD based on the funding received through the charges that are levied and collected on the County of Riverside property tax bills. Since the operation of the Zones requires full cost recovery, service levels may be adjusted consistent with available

funding levels. Each of the zones represents either a different service or degree of service to particular properties within each zone.

DISCUSSION

Proposed Charges

The following section outlines the services provided and the annual charges for each zone. The CSD annual charges shall only be increased through the implementation of a previously approved inflation adjustment or as the result of a mail ballot proceeding. For FY 2011/12, the inflation adjustment is 1.34% based on the percentage change for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI) for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Zone A is authorized to provide park and community services citywide. All properties within the City boundaries are levied this charge to aid with community programs and services and to provide upkeep on certain parkland areas and facilities, as provided through the Parks and Community Services Department. The current FY 2010/11 charge is \$87.50 per dwelling unit. The proposed FY 2011/12 charge is \$87.50 per dwelling unit, nonresidential parcel or per undeveloped parcel. An annual inflation adjustment has not been approved for this zone.

Zone B is authorized to provide residential street lighting services to specific residential areas within the zone. The funds collected pay for the monthly energy and maintenance charges. The charge is \$23.00 per parcel per year with certain exceptions. There are 65 parcels located south of Ironwood, east of Nason with reduced streetlight services that pay \$6.00 per parcel per year. An annual inflation adjustment has not been approved for those parcels.

Beginning in 1999, the annual charge for properties balloting and approving inclusion into Zone B included an annual inflation adjustment. For FY 2011/12 the proposed charge shall increase from \$24.42 to \$24.74 per parcel to include the annual inflation adjustment.

For FY 2010/11, to continue residential streetlight services, the General Fund shall contribute up to \$675,000 of which \$51,700 is a loan and \$623,300 is a gift, to fund the revenue shortfall. For 2011/12, to continue the current level of residential streetlight services, Zone B shall continue to require an additional \$675,000 from the City's General Fund all of which will be a gift, unless services are reduced or additional funding is approved by the property owners.

Zone C is authorized to provide arterial street lighting and intersection lighting services on major roadways throughout the City. All properties within the City are levied this charge, except those located within the boundaries of the Edgemont Community Service District. The current FY 2010/11 charge is \$9.00. The proposed FY 2011/12, charge for each parcel in Zone C is \$9.00. An annual inflation adjustment has not been approved for this zone.

Zone D is authorized to provide parkway landscape maintenance services to the perimeters, entry statements, and/or medians for designated residential tract developments. Attachment 1, lists the current FY 2010/11 charges per parcel and the proposed FY 2011/12 charges per parcel for each tract. Property owners, of certain tracts have previously approved an inflation adjustment as part of their Proposition 218 mail ballot proceedings. For those properties, an increase shall be implemented to assist in providing for full-cost recovery.

Tracts that have costs which exceed their approved charge may be subject to a mail ballot proceeding. Proposition 218 mail ballot proceedings may allow for an increase to the Zone D charge on those properties. At the present time, the CSD is conducting mail ballot proceedings for the following tracts: 19862, 19912, 20941, 21737, 22371, and 31591. Tracts that do not approve the proposed increase shall receive a reduced level of landscape maintenance service in accordance with Zone D Policy guidelines.

Zone E is authorized to provide extensive landscape maintenance to landscaped parkways, open spaces, and medians adjacent to ten (10) specific major residential/commercial areas. For FY 2011/12, the CPI adjustment shall be applied to all subzones, which have previously approved an annual inflation adjustment. At the present time, the CSD is also conducting mail ballot proceedings for the following Zone E subzones: E-1, E-2, E-3A, and E-4. Subzones that do not approve the proposed increase shall receive a reduced level of landscape maintenance service in accordance with Zone E Policy guidelines. The proposed annual charges for Zone E subzones are referenced in Attachment 2.

Zone M is authorized to provide maintenance to improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The current year charges and proposed FY 2011/12 charges for Zone M are shown on Attachment 3. Certain property owners have previously approved an inflation adjustment as part of their Proposition 218 mail ballot proceedings. For those properties, an increase shall be implemented to assist in providing for full-cost recovery.

Zone S is authorized to provide maintenance services to certain improvements along Sunnymead Boulevard, between Frederick Street and Perris Boulevard. Charges for this zone are calculated by determining the proportional financial obligation, based on front linear footage, of the properties adjacent to the total area receiving the services. In FY 2010/11, the Zone S charge is \$2.80 per front linear footage. The FY 2011/12 charge is \$2.84 per front linear footage, which includes the CPI adjustment, as previously authorized by the property owners.

Proposition 218

Proposition 218, approved in the November 1996 general election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the process of collecting CSD charges. Based upon this review, it has been determined that the CSD charges as currently collected are in compliance with Proposition 218, provided no charge increases are proposed or instituted without property owner approval. Any future charge increases will require a mail ballot proceeding, which will be conducted as outlined in Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings, as originally adopted by the City Council on January 9, 2001 and most recently amended on February 23, 2010.

ALTERNATIVES

1. **Accept public comment** regarding the proposed FY 2011/12 CSD charges. *Although not required under Proposition 218, a Public Meeting allows property owners an*

opportunity to address the CSD Board regarding the continuation of the CSD annual charges.

2. **Do not accept public comment** regarding the proposed FY 2011/12 CSD charges. *Even though a Public Meeting is not required under Proposition 218 for the continuation of the CSD annual charges, City practice has been to continue holding a Public Meeting to allow the property owners an opportunity to address the CSD Board regarding the services received, the current annual CSD charges, and the proposed charges for FY 2011/12.*

FISCAL IMPACT

Property owners pay the CSD annual charges as a part of their Riverside County property tax bill. Charges, including CPI adjustments, have been approved by the affected property owners through prior proceedings. The annual inflation factor is based on the percentage change in the CPI for the prior calendar year. For FY 2011/12, the CPI adjustment is 1.34%.

CSD Zones D, E and S annual charges are based on full-cost recovery for program operations and have no effect on the General Fund. CSD Zones B and C annual charges have been previously based on full-cost recovery; however, General Fund contributions may be requested at a later date to continue program operations at the current level. Zones A and M charges reduce the General Fund support to provide services for these programs. **The funds collected from the CSD charges for Zones A, B, C, D, E, M and S are restricted funds, which may only be used to pay for costs within each respective CSD Zone.**

Approving charges less than those proposed by staff may require a decrease to both the level and quality of service from that provided during FY 2010/11. The service levels may be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride and cleanliness. Residential properties, which have landscaped parkways and/or medians, as maintained by the CSD, help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant materials helps in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION

The CSD annual charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual charges support the preservation of the current services provided by the CSD.

PUBLIC FACILITIES

Providing services for parks, streetlights, landscaping, and medians allows for construction and maintenance of public facilities. The CSD maintenance of these important public facilities ensures proper development and preservation of capital resources.

SUMMARY

The action before the CSD Board is to accept public comment regarding the proposed CSD charges for FY 2011/12. A Public Hearing is scheduled for June 14, 2011 to consider the continuation of the property owner approved annual parcel charges, which may include an annual inflation adjustment, within each of the existing zones as submitted in the Preliminary Annual Levy Report. All specific actions to adopt the Resolutions for the continuation of the previously approved charges will take place at the June 14, 2011 Public Hearing.

NOTIFICATION

On April 18, 2011, the CSD mailed individual notices to property owners of 48,229 parcels.

Newspaper advertising was published on May 6, 2011, with information about the May 24, 2011 Public Meeting and the June 14, 2011 Public Hearing. Additionally, the June 14, 2011 Public Hearing notification is scheduled to be published on May 27, 2011 and again on June 8, 2011.

ATTACHMENTS

- Attachment 1: Zone D FY 2011/12 Proposed Charges
- Attachment 2: Zone E FY 2011/12 Proposed Charges
- Attachment 3: Zone M FY 2011/12 Proposed Charges

Prepared by:
Sharon Sharp
Senior Management Analyst

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

Concurred by:
Candace E. Cassel
Special Districts Division Manager

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

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Annual Notice\2011-12\Staff Report_ Resolutions\PM Staff Rpt 2011_12 v4.doc

This page intentionally left blank.

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2010/11 Noticed/Maximum Parcel Charges	FY 2010/11 Parcel Charge	FY 2011/12 1.34% CPI Adjustment	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
12305	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
12902	Standard	\$73.30	\$73.30	\$0.98	\$74.28	
14387/12268	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
16769	Standard	\$62.10	\$62.10	\$0.82	\$62.92	
18283	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19141	Standard	\$76.36	\$76.36	\$1.02	\$77.38	
19142	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19233	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19474	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19496	Standard	\$65.16	\$65.16	\$0.86	\$66.02	
19529	Standard	\$71.28	\$71.28	\$0.94	\$72.22	
19533	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19541	Standard	\$94.70	\$94.70	\$1.26	\$95.96	
19675	Standard	\$81.46	\$81.46	\$1.08	\$82.54	
19862	Standard	\$150.80	\$150.80	\$2.02	\$152.82	\$252.00
19912	Standard	\$84.50	\$84.50	\$1.12	\$85.62	\$129.00
20120	Standard	\$95.72	\$95.72	\$1.28	\$97.00	
20197	Standard	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
20941	Standard	\$104.98	\$104.98	\$1.40	\$106.38	\$166.00
21345	Standard	\$116.18	\$116.18	\$1.54	\$117.72	
21597	Standard	\$473.00	\$300.60	\$6.32	\$479.32	
21737	Standard	\$214.04	\$214.04	\$2.86	\$216.90	\$431.00
21806	Standard	\$70.26	\$70.26	\$0.94	\$71.20	
22180	Standard	\$247.00	N/A ⁽¹⁾	\$3.30	\$250.30	
22371	Standard	\$291.42	\$291.42	\$3.90	\$295.32	\$497.00
22999	Standard	\$67.00	\$67.00	N/A ⁽²⁾	\$67.00	
27251-1	Standard	\$465.00	N/A ⁽¹⁾	\$6.22	\$471.22	
30967	Standard	\$467.38	\$467.38	\$6.26	\$473.64	
31129	Standard	\$82.48	\$82.48	\$1.10	\$83.58	
31268	Standard	\$184.40	\$184.40	\$2.46	\$186.86	
31269	Standard	\$218.92	\$218.92	\$2.92	\$221.84	
31305	Standard	\$496.00	N/A ⁽¹⁾	\$6.64	\$502.64	
31424	Standard	\$218.92	\$218.92	\$2.92	\$221.84	
31591	Standard	\$462.70	\$462.70	\$6.20	\$468.90	\$628.00
31618	Standard	\$364.00	N/A ⁽¹⁾	\$4.86	\$368.86	
32005	Standard	\$112.00	N/A ⁽¹⁾	\$1.50	\$113.50	
32625	Standard	\$1,000.00	\$1,000.00	\$13.40	\$1,013.40	
32715	Standard	\$913.00	\$401.00	\$12.22	\$925.22	
33436	Standard	\$42.00	N/A ⁽¹⁾	\$0.56	\$42.56	
33637	Standard	\$297.00	N/A ⁽¹⁾	\$3.96	\$300.96	
33962	Standard	\$494.00	N/A ⁽¹⁾	\$6.60	\$500.60	
4-Custom Homes	Standard	\$567.00	N/A ⁽¹⁾	\$7.58	\$574.58	
10191/18468	Street Tree Program	\$70.26	\$70.26	\$0.94	\$71.20	
11848	Reduced	\$85.52	\$85.52	\$1.14	\$86.66	
12773	Reduced	\$81.46	\$81.46	\$1.08	\$82.54	
13576/19080/19081	Street Tree Program	\$32.58	\$32.58	\$0.42	\$33.00	
13585	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
15387	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
15433	Reduced	\$91.64	\$91.64	\$1.22	\$92.86	
16768	Reduced	\$65.16	\$65.16	\$0.86	\$66.02	
16770	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
17033	Reduced	\$176.26	\$176.26	\$2.36	\$178.62	
17176	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
17334	Reduced	\$345.00	\$345.00	\$4.62	\$349.62	
17387	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
17457	Reduced	\$80.44	\$80.44	\$1.06	\$81.50	
17867	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
18512/21322	Reduced	\$82.00	\$82.00	\$1.08	\$83.08	
18784/20906	Reduced	\$177.00	\$177.00	\$2.36	\$179.36	
18930	Reduced	\$78.40	\$78.40	\$1.04	\$79.44	
19032	Street Tree	\$130.00	\$130.00	\$1.74	\$131.74	
19143	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19208	Reduced	\$74.00	\$74.00	\$0.98	\$74.98	
19210	Reduced	\$69.24	\$69.24	\$0.92	\$70.16	
19363	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19434	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19500	Reduced	\$74.32	\$74.32	\$0.98	\$75.30	

Zone D (Parkway Landscape Maintenance)
FY 2011/12 Proposed Charges

Tract Number	Landscape Maintenance Service Level	FY 2010/11 Noticed/Maximum Parcel Charges	FY 2010/11 Parcel Charge	FY 2011/12 1.34% CPI Adjustment	FY 2011/12 Noticed/Maximum Parcel Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
19509	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19518/18372	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
19551	Reduced	\$96.00	\$96.00	\$1.28	\$97.28	
19685	Reduced	\$71.28	\$71.28	\$0.94	\$72.22	
19799	Street Tree	\$272.20	\$272.20	\$3.64	\$275.84	
19852	Reduced	\$69.00	\$69.00	\$0.92	\$69.92	
19937	Reduced	\$109.04	\$109.04	\$1.46	\$110.50	
19957	Street Tree	\$69.00	\$69.00	\$0.92	\$69.92	
20030	Reduced	\$101.92	\$101.92	\$1.36	\$103.28	
20032	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
20072	Reduced	\$89.00	\$89.00	\$1.18	\$90.18	
20272	Reduced	\$120.10	\$120.10	\$1.60	\$121.70	
20301	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
20404	Reduced	\$105.00	\$98.76	\$1.40	\$106.40	
20525	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
20552	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
20660	Reduced	\$107.02	\$107.02	\$1.42	\$108.44	
20715	Reduced	\$94.00	\$94.00	\$1.24	\$95.24	
20718	Reduced	\$141.64	\$141.64	\$1.88	\$143.52	
20859	Reduced	\$66.00	\$66.00	\$0.88	\$66.88	
20869	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
21113	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
21332	Reduced	\$97.74	\$97.74	\$1.30	\$99.04	
21333	Reduced	\$212.00	\$212.00	\$2.84	\$214.84	
21616	Reduced	\$377.78	\$377.78	\$5.06	\$382.84	
22093	Reduced	\$138.00	\$138.00	\$1.84	\$139.84	
22276	Reduced	\$196.62	\$196.62	\$2.62	\$199.24	
22277	Reduced	\$269.02	\$269.02	\$3.60	\$272.62	
22889	Reduced	\$189.40	\$189.40	\$2.52	\$191.92	
23046	Reduced	\$183.00	\$183.00	N/A ⁽²⁾	\$183.00	
24721	Reduced	\$57.00	\$57.00	N/A ⁽²⁾	\$57.00	
27526	Reduced	\$163.02	\$163.02	\$2.18	\$165.20	
28882	Reduced	\$104.98	\$104.98	\$1.40	\$106.38	
29038	Reduced	\$61.08	\$61.08	\$0.80	\$61.88	
30027	Reduced	\$201.00	\$201.00	\$2.68	\$203.68	
31257	Reduced	\$1,069.20	\$1,069.20	\$14.32	\$1,083.52	
31269-1	Reduced	\$300.60	\$300.60	\$4.02	\$304.62	
31284	Reduced	\$127.10	\$127.10	\$1.70	\$128.80	
32018	Reduced	\$69.24	\$69.24	\$0.92	\$70.16	

Total No. of Tracts = 113

⁽¹⁾ CSD landscape maintenance on hold for fiscal year pending installation of and final acceptance of the landscape in accordance with the City's approved standards for installation of landscaping.

⁽²⁾ An annual inflation adjustment has not been approved by the property owners.

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Annual Notice\2011-12\Staff Report_ Resolutions\CSD Levy Report 11-12 Preliminary v.1.doc

**Zone E (Extensive Landscape Maintenance)
FY 2011/12 Proposed Charges**

Zone E	Specific Plan or Major Development	Landscape Maintenance Service Level	Charge Category	FY 2010/11 Annual Charge	FY 2011/12 1.34% CPI Adjustment	FY 2011/12 Noticed/Maximum Annual Charges	Mail Ballot Proceeding Public Hearing June 28, 2011
E-1	TownGate	Standard	Per parcel	\$126.36	\$1.68	\$128.04	\$152.00
			Per acre for nonresidential/undeveloped parcels	\$505.44	\$6.72	\$512.16	\$608.00
			Per condo unit				
			Tract 34299	\$57.02	\$0.76	\$57.78	\$69.00
E-1A	Renaissance Park	Reduced	Per parcel	\$77.38	\$1.02	\$78.40	
E-2	Hidden Springs	Standard	Per parcel	\$398.46	\$5.32	\$403.78	\$518.00
			Per Equivalent Dwelling Unit for undeveloped parcels	\$398.46	\$5.32	\$403.78	\$518.00
E-3	Moreno Valley Ranch - West	Reduced	Per parcel	\$126.36	\$1.68	\$128.04	
			Per acre for nonresidential/undeveloped parcels	\$505.44	\$6.72	\$512.16	
			Per condo unit				
			Tract 32142	\$56.00	\$0.74	\$56.74	
			Tract 32143	\$53.96	\$0.72	\$54.68	
			Tract 32144	\$53.96	\$0.72	\$54.68	
			Tract 32145	\$31.56	\$0.42	\$31.98	
Tract 32146	\$30.54	\$0.40	\$30.94				
E-3A	Lasselle Powerline Parkway	Standard	Per parcel	\$67.20	\$0.90	\$68.10	\$108.00
E-4	Moreno Valley Ranch - East	Standard	Per parcel	\$110.00	N/A ⁽¹⁾	\$110.00	\$240.00
			Per acre for nonresidential/undeveloped parcels	\$440.00	N/A ⁽¹⁾	\$440.00	\$960.00
E-4A	Daybreak	Standard	Per parcel	\$109.00	\$1.46	\$110.46	
E-7	Centerpointe	Standard	Per acre	\$679.80	\$9.10	\$688.90	
E-8	Promontory Park	Standard	Per condo unit	\$188.00	\$2.50	\$190.50	
			Per parcel	\$531.00	\$7.10	\$538.10	
E-12	Stoneridge Ranch	Standard	Per parcel	\$397.00	\$5.30	\$402.30	
E-14	Mahogany Fields	Standard	Per parcel	\$277.98	\$3.72	\$281.70	
E-15	Celebration	Standard	Per parcel	\$333.00	\$4.46	\$337.46	
E-16	Shadow Mountain	Standard	Per parcel	\$293.26	\$3.92	\$297.18	

⁽¹⁾ An annual inflation adjustment has not been approved by the property owners.

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Annual Notice\2011-12\Staff Report_ Resolutions\CSD Levy Report 11-12 Preliminary v.1.doc

This page intentionally left blank.

**Zone M (Commercial/Industrial/Multifamily Median Maintenance)
FY 2011/12 Proposed Charges**

Assessor Parcel Number (APN)	FY 2010/11 Noticed/Maximum Parcel Charges	FY 2010/11 Parcel Charge	FY 2011/12 1.34% CPI Adjustment	FY 2011/12 Noticed/Maximum Parcel Charges ⁽¹⁾
297-120-002	\$981.60	\$200.02	\$13.14	\$994.74
297-120-003	\$710.44	\$144.46	\$9.50	\$719.94
297-120-011	\$1,482.08	\$344.50	\$19.84	\$1,501.92
297-120-012	\$1,482.08	\$344.50	\$19.84	\$1,501.92
291-191-024	\$342.48	\$342.48	\$4.58	\$347.06
297-130-046	\$2,047.80	\$2,047.80	\$27.44	\$2,075.24
297-130-064	\$843.98	\$843.98	\$11.30	\$855.28
297-140-049	\$1,151.82	\$1,151.82	\$15.42	\$1,167.24
297-140-050	\$1,184.44	\$1,184.44	\$15.86	\$1,200.30
297-141-001	\$219.66	\$219.66	\$2.94	\$222.60
297-141-002	\$219.66	\$219.66	\$2.94	\$222.60
297-141-003	\$219.66	\$219.66	\$2.94	\$222.60
297-141-004	\$219.66	\$219.66	\$2.94	\$222.60
297-141-005	\$219.66	\$219.66	\$2.94	\$222.60
297-141-006	\$219.66	\$219.66	\$2.94	\$222.60
297-140-052	\$1,041.74	\$1,041.74	\$13.94	\$1,055.68
297-170-004	\$3,638.96	\$3,638.96	\$48.76	\$3,687.72
482-700-001	\$388.34	\$388.34	\$5.20	\$393.54
482-700-005	\$388.34	\$388.34	\$5.20	\$393.54
484-020-023	\$5,958.92	\$5,958.92	\$79.84	\$6,038.76
484-020-024	\$7,283.02	\$7,283.02	\$97.58	\$7,380.60
297-130-039	\$798.00	\$798.00	N/A ⁽²⁾	\$798.00
297-130-041	\$1,957.00	\$1,957.00	N/A ⁽²⁾	\$1,957.00
297-130-042	\$1,610.00	\$1,610.00	N/A ⁽²⁾	\$1,610.00
297-170-067	\$14,629.24	\$14,629.24	\$196.02	\$14,825.26
297-170-069	\$10,852.68	\$10,852.68	\$145.42	\$10,998.10
297-170-071 (3)	\$4,912.08	\$4,912.08	\$65.82	\$4,977.90
297-100-066	\$779.12	\$519.40	\$10.42	\$789.54
297-100-074	\$221.67	\$147.78	\$2.97	\$224.64
297-100-075	\$148.99	\$99.32	\$1.99	\$150.98
297-120-016	\$5,195.44	\$3,463.62	\$69.60	\$5,265.04
297-150-055	\$6,008.86	\$0.00	\$80.50	\$6,089.36
486-250-021	\$8,149.44	\$8,149.44	\$109.20	\$8,258.64
486-250-024	\$7,867.60	\$7,867.60	\$105.42	\$7,973.02
486-250-025	\$281.84	\$281.84	\$3.76	\$285.60
312-250-046	\$3,689.92	\$3,689.92	\$49.44	\$3,739.36
482-540-030	\$403.64	\$403.64	\$5.40	\$409.04
484-020-026	\$2,814.32	\$2,814.32	\$37.70	\$2,852.02
479-070-050	\$1,614.58	\$1,614.58	\$21.62	\$1,636.20
312-270-036	\$2,642.06	\$2,642.06	\$35.40	\$2,677.46
316-210-074	\$1,884.70	\$1,884.70	\$25.24	\$1,909.94
312-020-017	\$1,592.16	\$1,592.16	\$21.32	\$1,613.48
312-020-018	\$1,517.74	\$1,517.74	\$20.32	\$1,538.06
312-020-020	\$592.22	\$592.22	\$7.92	\$600.14
312-360-001	\$1,419.96	\$1,419.96	\$19.02	\$1,438.98
312-360-002	\$668.26	\$668.26	\$8.94	\$677.20
312-360-003	\$457.52	\$457.52	\$6.12	\$463.64
312-360-004	\$1,603.64	\$1,603.64	\$21.48	\$1,625.12
312-360-005	\$1,245.28	\$1,245.28	\$16.68	\$1,261.96
312-360-006	\$2,016.12	\$2,016.12	\$27.00	\$2,043.12
312-360-007	\$787.72	\$787.72	\$10.54	\$798.26
312-360-008	\$742.64	\$742.64	\$9.94	\$752.58
312-360-009	\$824.92	\$824.92	\$11.04	\$835.96
312-360-010	\$833.92	\$833.92	\$11.16	\$845.08
312-360-011	\$669.40	\$669.40	\$8.96	\$678.36
485-220-030	\$2,018.24	\$2,018.24	\$27.04	\$2,045.28
485-220-031	\$302.72	\$302.72	\$4.04	\$306.76
486-070-004	\$2,981.50	\$1,987.66	\$39.94	\$3,021.44
486-070-012	\$260.08	\$173.38	\$3.48	\$263.56

**Zone M (Commercial/Industrial/Multifamily Median Maintenance)
FY 2011/12 Proposed Charges**

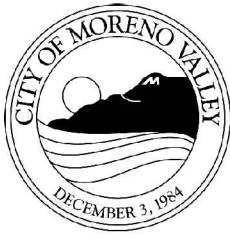
Assessor Parcel Number (APN)	FY 2010/11 Noticed/Maximum Parcel Charges	FY 2010/11 Parcel Charge	FY 2011/12 1.34% CPI Adjustment	FY 2011/12 Noticed/Maximum Parcel Charges ⁽¹⁾
486-070-013	\$257.72	\$171.80	\$3.44	\$261.16
486-070-011	\$2,981.50	\$1,987.66	\$39.94	\$3,021.44
485-081-035	\$315.98	\$315.98	\$4.22	\$320.20
484-030-015	\$1,579.60	\$0.00	\$21.16	\$1,600.76
478-070-029	\$7,554.16	\$0.00	\$101.22	\$7,655.38
486-240-009	\$9,830.39	\$0.00	\$131.71	\$9,962.10
484-030-020	\$619.72	\$0.00	\$8.30	\$628.02
484-030-022	\$619.72	\$0.00	\$8.30	\$628.02
488-090-031	\$2,104.84	\$0.00	\$28.20	\$2,133.04
488-090-032	\$124.24	\$0.00	\$1.66	\$125.90
488-090-033	\$1,415.78	\$0.00	\$18.96	\$1,434.74
488-090-037	\$380.30	\$0.00	\$5.08	\$385.38
488-090-038	\$352.06	\$0.00	\$4.70	\$356.76
488-090-039	\$329.48	\$0.00	\$4.40	\$333.88
488-090-040	\$376.52	\$0.00	\$5.04	\$381.56
488-090-043	\$111.06	\$0.00	\$1.48	\$112.54
488-090-047	\$359.58	\$0.00	\$4.80	\$364.38
488-090-048	\$288.04	\$0.00	\$3.84	\$291.88
488-090-049	\$69.64	\$0.00	\$0.92	\$70.56
488-090-050	\$135.54	\$0.00	\$1.80	\$137.34
488-090-051	\$862.26	\$0.00	\$11.54	\$873.80
488-090-052	\$58.34	\$0.00	\$0.78	\$59.12
488-090-053	\$48.92	\$0.00	\$0.64	\$49.56
488-090-054	\$256.04	\$0.00	\$3.42	\$259.46
488-090-055	\$148.72	\$0.00	\$1.98	\$150.70
488-090-056	\$109.18	\$0.00	\$1.46	\$110.64
488-090-057	\$199.54	\$0.00	\$2.66	\$202.20
488-090-064	\$173.20	\$0.00	\$2.32	\$175.52
488-090-071	\$999.70	\$0.00	\$13.38	\$1,013.08
488-090-073	\$146.84	\$0.00	\$1.96	\$148.80
488-090-074	\$459.36	\$0.00	\$6.14	\$465.50
488-090-076	\$269.20	\$0.00	\$3.60	\$272.80
488-090-082	\$97.88	\$0.00	\$1.30	\$99.18
488-090-083	\$355.82	\$0.00	\$4.76	\$360.58
488-090-084	\$11.28	\$0.00	\$0.14	\$11.42
488-090-085	\$352.04	\$0.00	\$4.70	\$356.74
474-120-037	\$3,180.26	\$0.00	\$42.60	\$3,222.86
484-242-020	\$2,986.60	\$0.00	\$40.02	\$3,026.62
488-350-041	\$32,579.48	\$0.00	\$436.56	\$33,016.04
488-350-047	\$2,785.04	\$0.00	\$37.30	\$2,822.34
488-350-035	\$6,881.66	\$0.00	\$92.20	\$6,973.86
486-280-041	\$9,775.68	\$0.00	\$130.98	\$9,906.66
292-230-006	\$217.10	\$0.00	\$2.90	\$220.00
292-230-055	\$370.00	\$0.00	\$4.94	\$374.94
263-111-046	\$2,324.04	\$0.00	\$31.14	\$2,355.18

⁽¹⁾ The applied parcel charge may be less than the noticed amount based on either estimated or actual costs.

⁽²⁾ An annual inflation adjustment has not been approved by the property owners.

⁽³⁾ Hand billed (US Post Office).

W:\SpecialDist\Special Dist Administration\Community Services District CSD\Annual Notice\2011-12\Staff Report_ Resolutions\CSD Levy Report 11-12 Preliminary v.1doc



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: May 24, 2011

TITLE: Report to Consider Public Comments Regarding the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development Proposed Fiscal Year 2011/2012 Annual Rates

RECOMMENDED ACTION

Staff recommends that the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance with its NPDES Permit. The requirements include a higher-level effort to

divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the “NPDES Regulatory Rate Schedule for New Residential Development.” The “NPDES Regulatory Rate Schedule for New Residential Development” was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.” The “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development” was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES Permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. City policy has been to hold a Public Meeting to allow the public opportunity to address City Council, though not required under Proposition 218.

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates. The Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties from Feb. 2009 – Feb. 2010 was +1.4%. Due to that small increase, staff recommended at that time no adjustment to the annual rates occur. From Feb. 2010 – Feb. 2011, the CPI was +2.4%. Due to this increase, staff recommends that we combine the CPI from Feb. 2009 – Feb. 2010 and Feb. 2010 – Feb. 2011 for a total adjustment of the annual rates of +3.8% (1.4% + 2.4%). This increase is associated with utility cost increases and maintaining program service levels.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		Current Maximum Annual Rate FY 2010/2011	Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$35.00/Parcel	\$36.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	\$69.00/Parcel	\$72.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	\$31.00/Parcel	\$32.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$60.00/Parcel	\$62.00/Parcel
LEVEL IV	Water Quality System Retrofit.	\$138.00/Parcel	\$143.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		Current Maximum Annual Rate FY 2010/2011	Proposed Maximum Annual Rate FY 2011/2012 (rounded to the nearest whole dollar)
LEVEL I	NPDES Administration and overhead.	\$35.00/Parcel	\$36.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$170.00/Parcel	\$176.00/Parcel

ALTERNATIVES

1. Approve that the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.
2. Do not approve that the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2011/2012 annual rates.

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the percentage change in the Los Angeles-Riverside-Orange County CPI for the prior calendar year. For FY 2009/2010, the percentage change was +1.4%. For FY 2010/2011 the percentage change was +2.4%. Over the two year period the combined percentage change is +3.8%.

For Fiscal Year 2011/2012 the maximum annual regulatory rate per parcel for single-family residential development is \$283 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$212 (includes Levels I and II combined from Table 2).

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

- **Revenue Diversification and Preservation** - The proposed “NPDES Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.
- **Public Facilities and Capital Projects** - The revenue collected from the proposed “NPDES Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to accept public comments regarding the proposed NPDES regulatory rate schedule annual rates for Fiscal Year 2011/2012. Although state law, since the adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such meetings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public. Therefore, the May 24, 2011 City Council meeting is designated as a Public Meeting for taking comments on the rates. A Public Hearing is scheduled for June 14, 2011, to consider the continuation of the existing levy of annual rates, including an adjustment for inflation on certain benefiting properties within the City as submitted in the NPDES Special Levy Report, unless previously approved by a majority of benefiting property owners through the Proposition 218 mail ballot proceeding process. Other than accepting public comments, no specific action is required of the City Council at the May 24, 2011, Public Meeting. *All specific actions to adopt the Resolution for continuation of the proposed rate will take place at the June 14, 2011, Public Hearing.*

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 4, 2011, with information about the May 24, 2011, Public Meeting and the June 14, 2011, Public Hearing. Additionally, the June 14, 2011, Public Hearing notification is scheduled to be published on May 19, 2011, and again on May 26, 2011.

ATTACHMENTS/EXHIBITS

Not applicable.

Prepared By
 Phuong Hunter
 Associate Environmental Engineer

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

Concurred By
 Kent Wegelin
 Storm Water Program Manager

Concurred By
 Mark W. Sambito, P.E.
 Engineering Division Manager

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

W:\SpecialDist\phuongh\Staff Reports\2011\Regulatory Rate FY 2011-2012\2011-12 Reg. Rate Pub. Meeting StfRpt..doc

This page intentionally left blank.

CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

This page intentionally left blank.