



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

March 22, 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.

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

Richard A. Stewart, Mayor

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

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CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 22, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Riverside County Board of Supervisors Proclamation Recognizing Moreno Valley Community Senior Center as a Community Focal Point
2. Recognition of Moreno Valley Police Department's Participation in Operation SafeHouse's Stuff the Bus Event
3. Proclamation Recognizing Trent Sauls
4. Mayor's Awards of Valor Recognizing Rodrigo Murguia, David Westerhaus, and Jimmy Zapata

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

**REGULAR MEETING - 6:30 PM
MARCH 22, 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

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

Approve as submitted.

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

Recommendation:

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

A.4 APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility.

Resolution No. 2011-27

A Resolution of the City Council of the City of Moreno Valley, California, to Amend the Electric Rates, and Electric Service Rules, Fees, and Charges for Moreno Valley Utility

A.5 ALCOHOL BEVERAGE CONTROL (ABC) "MINOR DECOY/SHOULDER TAP" GRANT FUNDING OPPORTUNITY (Report of: Police Department)

Recommendation:

Approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of \$69,918.00, "Minor Decoy/Shoulder Tap" Grant.

A.6 AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR

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RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425 (Report of: Public Works Department)

Recommendation:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of \$125,400 (\$114,000 plus 10% contingency) for a total not-to-exceed amount of \$160,400. (Account No. 501.82425.7500); and
2. Authorize payment to SCE in an amount up to \$125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

A.7 APPROVAL OF CHECK REGISTER FOR JANUARY, 2011 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of \$12,324,061.41.

Resolution No. 2011-28

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

A.8 AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527 (Report of: Public Works Department)

Recommendation:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015;
2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017; and
3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA.

A.9 2010 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community & Economic Development Department)

Recommendation:

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1. Receive and File the 2010 Annual Report of the Planning Commission; and
2. Authorize transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

A.10 CONSIDERATION OF THE FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY(Report of: City Manager's Office)

Recommendation:

Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

A.11 APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES, BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET - DEVELOPER: MORENO VALLEY PROPERTIES, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Approve TM 34950-1, a final map for financing purposes; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.12 A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM (Report of: Community & Economic Development Department)

Recommendation:

Adopt Resolution No. 2011-29, authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

Resolution No. 2011- 29

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Submittal of an Application for Grant Funds for the Caltrans Transportation Planning Grant (Fiscal Year 2011-2012)

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

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

Recommendation:
Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

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

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 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

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SOUTHEAST CORNER OF FIR AVENUE AND EUCALYPTUS AVENUE.
THE APPLICANT AND OWNER OF THE SITE IS BEAZER HOMES
(Report of: Community & Economic Development Department)

Recommendation: 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.

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 FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs; and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

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)

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

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

Recommendation: That the City Council:

1. Appoint one (1) member for a term expiring March 31, 2013; or
2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

G.3 PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M (Report of: Public Works Department)

Recommendation: That the City Council:

Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhaddhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate; and

Recommendation: That the CSD:

Accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhaddhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

G.4 CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Recommendation: That the RDA:

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Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

- G.5 MID YEAR BUDGET REVIEW (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Receive and file this report; and
2. Approve two recommended mid-year appropriation adjustments, including the transfer of \$150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer \$190,000 (\$157,000 from General Fund fund balance and \$33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

- G.6 ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY (POWERPOINT TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Recommendation: That the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

- G.7 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

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individual Council member, staff member or other person.

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 5

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

Number of Cases: 5

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 8, 2011

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing International DeMolay Month
2. Proclamation Recognizing Job's Daughter's Week
3. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING – 6:30 PM
March 8, 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 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Mayor Pro Tem Molina

INVOCATION - Mayor 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
Ewa Lopez	Deputy City Clerk
Henry T. Garcia	City Manager
Richard Teichert	Financial & Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Randy Metz	Fire Marshal
Chris Vogt	Public Works Director
Barry Foster	Community and Economic Development Director
Sonny Morkus	Human Resources Director

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

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A.5 & A.6) and Deanna Reeder (Item A.8).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF FEBRUARY 22, 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 February 16 - March 1, 2011.

A.4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR 2011 CITYWIDE BRIDGE MAINTENANCE PROGRAM; PROJECT NO. 11-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for 2011 Citywide Bridge Maintenance Program to Beador Construction Company, Inc. (Beador), 26320 Lester Circle, Corona CA 92883, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Beador;
3. Authorize the issuance a Purchase Order to Beador in the amount of \$243,960.00 (\$203,300.00 base bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Beador, up

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to but not to exceed the Purchase Order contingency of \$40,660.00, subject to the approval of the City Attorney.

A.5 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 LOCAL STREET PAVEMENT RESURFACING PROJECT NO. 11-22679728 - PHASE I (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2011 Local Street Pavement Resurfacing – Phase 1 project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$2,410,400.00 (bid amount \$2,096,000.00 plus 15% contingency of \$314,400.00) when the contract has been signed by all parties (Account Nos. 125.56330 and 226.79728); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of \$314,400.00.

A.6 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2011 PAVEMENT RESURFACING PROJECT; PROJECT NO. 11-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract in the amount of \$1,441,000 for the 2011 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;
2. Authorize the City Manager to Execute a contract with Hardy & Harper, Inc.;
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. for a total amount of \$1,729,200 (\$1,441,000 bid amount plus 20% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute

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any subsequent change order to the contract with Hardy & Harper, Inc. up to but not to exceed the Purchase Order's total contingency of \$288,200, subject to the approval of the City Attorney.

- A.7 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ITEM ALSO LISTED AS AGENDA ITEM C.3) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange Overcrossing project; and
2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

- A.8 PM 35629 - REQUEST TO CONDUCT A FULL ROAD CLOSURE OF THEODORE STREET BETWEEN EUCALYPTUS AVENUE AND THE SR-60 WESTBOUND RAMP FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM MARCH 21, 2011 - APRIL 18, 2011 - DEVELOPER: HF LOGISTICS - SKX T1, LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

Recommendation:

1. Authorize a full road closure of Theodore Street from Eucalyptus Avenue to the SR-60 Westbound Ramp for the construction of street improvements from March 21, 2011 to April 18, 2011; and
2. Authorize the City Engineer to allow for an additional 30 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

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A.9 AMENDED MARCH JOINT POWER AUTHORITY AGREEMENT #12
(Report of: Community and Economic Development Department)

Recommendation:

1. Approve the Amended March Joint Powers Authority Amendment #12; and
2. Authorize the Mayor to execute the Amended Agreement.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

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

Recommendation:

Approve as submitted.

C.3 APPROVE THE AGREEMENT TO REIMBURSE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) FUNDS BETWEEN WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND CITY OF MORENO VALLEY FOR CONSTRUCTION PHASE OF NASON/SR-60 INTERCHANGE OVERCROSSING PROJECT - PROJECT NO. 07-41570024 (ALSO LISTED AS AGENDA ITEM A.7) (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement to Reimburse Transportation Uniform Mitigation Fee (TUMF) Funds between the Western Riverside Council of Governments (WRCOG) and the Community Redevelopment Agency of the City of Moreno Valley for the construction phase of the Nason/SR-60 Interchange

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Overcrossing project; and

2. Authorize the City Manager, as City Manager and acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Agreement to Reimburse TUMF Funds for the construction phase of the Nason/SR-60 Interchange Overcrossing project, and authorize the City Manager to approve any changes that may be requested by WRCOG or the City, on behalf of the City and the Community Redevelopment Agency, subject to the approval of the City Attorney.

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 FEBRUARY 22, 2011 (Report of: City Clerk Department)

Recommendation:

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A.1 through D.2 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 - None

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - None

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)

Lori Stone, Executive Director of the March Joint Powers Authority, reported the following: the state legislators were asked to exempt military base reuse from redevelopment cuts; 30 million dollar bond sold two weeks ago will be used for the Van Buren interchange and U.S. vets project; the medical campus is moving forward; the final demolition of the tower is scheduled for March 28 at 10 a.m., invited

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everybody to the celebration; about 12-13 buildings were demolished at this point; about 4000 new jobs were approved

G.2 APPOINTMENTS TO THE PLANNING COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. After reviewing the ballot provided by the City Clerk:

Appoint three (3) members for terms expiring March 31, 2015; or

2. If the appointments are not made, authorize the City Clerk to re-notice the positions as vacant.

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

Motion to appoint Amber Crothers, Thomas Andrew Owings and Mary E. "Meli" Van Nata for terms expiring March 31, 2015 by m/Mayor Pro Tem Jesse L. Molina, s/Council Member William H. Batey II

Approved by a vote of 5-0.

G.3 RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS OF COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE DESIGNATED 2011 SPECIAL TAX BONDS, APPOINTING THE FISCAL AGENT, APPROVING THE FORMS OF THE FISCAL AGENT AGREEMENT, PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT, AUTHORIZING NEGOTIATION OF TERMS OF THE SALE OF SAID BONDS, AND PREPARATION OF FINAL OFFICIAL STATEMENT. APPROVAL OF A THIRD AMENDMENT TO THE FIELDMAN, ROLAPP & ASSOCIATES, INC. AGREEMENT FOR PROFESSIONAL FINANCIAL ANALYST CONSULTANT SERVICES. (Report of: Public Works Department)

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

Recommendation: That the City Council:

1. Approve and adopt Resolution No. 2011-21, Authorizing the Issuance of Bonds of Community Facilities District No. 4-Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount Not-to-Exceed \$10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and

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Continuing Disclosure Agreement, Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement; and

Resolution No. 2011-21

Resolution of the City Council of the City of Moreno Valley, Acting as the Legislative Body of the CFD No. 4 - Infrastructure of the City of Moreno Valley, Authorizing the Issuance of Bonds of Community Facilities District No. 4 - Infrastructure Designated 2011 Special Tax Bonds, in an Aggregate Principal Amount not to Exceed \$10,000,000, Appointing a Fiscal Agent, Approving a Fiscal Agent Agreement, Preliminary Official Statement, Bond Purchase Agreement and Continuing Disclosure Agreement, and Authorizing Negotiation of Terms of the Sale of Said Bonds, and Authorizing Preparation of Final Official Statement

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

2. Approve the Third Amendment to the Agreement for Professional Financial Analyst Consultant Services for Community Facilities District No 4-Infrastructure and authorize the Mayor to execute said Amendment to the Agreement.

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.4 ADOPTION OF RESOLUTIONS APPROVING THE REDEMPTION OF 2007 TAXABLE TAX ALLOCATION BONDS, SERIES B (Report of: Financial & Administrative Services Department)

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

Recommendation: That the City Council

1. That the City Council adopt Resolution No. 2011-20 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of \$22,500,000; and

Resolution No. 2011-20

A Resolution of the City Council of the City of Moreno Valley Requesting, Authorizing and Approving the Redemption of Community Redevelopment Agency of the City of Moreno

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Valley, Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

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

2. That the City Council acting in the capacity as Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution No. RDA 2011-01 approving the redemption of Moreno Valley Redevelopment Agency 2007 taxable tax allocation bonds in the amount of \$22,500,000.

Resolution No. RDA 2011-01

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving the Redemption of its Moreno Valley Redevelopment Project, Subordinate 2007 Taxable Tax Allocation Bonds and Making Certain Determinations and Approvals in Connection Therewith

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

AGENDA ORDER

- G.6 COOPERATIVE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY (Report of: Community & Economic Development Department)

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

Recommendation: That the City Council:

1. Approve and authorize the execution of Resolution No. 2011-23 in support of a Cooperative Agreement between the City of Moreno Valley and the Community Redevelopment Agency and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

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Resolution No. 2011-23

A Resolution of the City Council of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

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.

Recommendation: That the RDA:

1. Approve and authorize the execution of Resolution No. RDA 2011-03 in support of a Cooperative Agreement with the City of Moreno Valley and making certain findings in connection with the provision of public improvements and authorizing such improvements in connection therewith; and

Resolution No. RDA 2011-03

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Approving and Authorizing the Execution of a Cooperative Agreement with the City of Moreno Valley and Making Certain Findings in Connection with the Provision of Public Improvements and Authorizing Such Improvements in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

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

AGENDA ORDER

- G.5 COOPERATION AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE

MINUTES
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CITY OF MORENO VALLEY (Report of: Community and Economic Department)

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

Recommendation: That the City Council:

1. Adopt Resolution No. 2011-22 making certain findings in support of a Cooperation Agreement between the Community Redevelopment Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. 2011-22

A Resolution of the City Council of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the City and the Community Redevelopment Agency of the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the City Manager or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

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.

Recommendation: That the RDA:

1. Adopt Resolution No. RDA 2011-02 making certain findings in support of a Cooperation Agreement between the Agency and the City of Moreno Valley to set forth indebtedness and security between the Agency and City; and

Resolution No. RDA 2011-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Authorizing and Approving a Cooperation Agreement Between the Agency and the City of Moreno Valley and Making Certain Determinations and Approvals in Connection Therewith

2. Authorize the Executive Director or his designee, to execute all documents and instruments including making minor-substantive changes necessary to support and carry out the transaction.

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

- G.7 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO II LIMITED PARTNERSHIP (Report of: Community and Economic Development Department)

Mayor Stewart opened the agenda item for public comments, which were received from William Crowel, Palm Desert Development Co representative.

Recommendation: That the City Council:

Adopt Resolution No. 2011-24 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership, a California Limited Partnership.

Resolution No. 2011-24

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and MV Rancho Dorado Limited Partnership, a California Limited Partnership

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

Recommendation: That the RDA:

Adopt Resolution RDA No. 2011-04 approving an Affordable Housing Agreement by and between the Agency and MV Rancho Dorado II Limited Partnership.

Resolution No. RDA 2011-04

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

Motion to Approve by m/Agency Member William H. Batey II,

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s/Agency Member Robin N. Hastings
Approved by a vote of 5-0.

- G.8 CREATING A HOUSING AUTHORITY AND ESTABLISHING THE COMMISSIONERS AND DESIGNATING THE FIRST INTERIM CHAIRMAN (Report of: Community and Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2011-25 declaring that there is a need for a Housing Authority to function in the City, along with declaring that the members of the City Council shall be the Commissioners of the Housing Authority and designating the first interim Chairman of the Housing Authority.

Resolution No. 2011-25

A Resolution of the City Council of the City of Moreno Valley, California, Declaring that there is a Need for a Housing Authority to Function in the City, Declaring that the Members of the City Council Shall be the Commissioners of the Housing Authority and Designating the First Interim Chairman of the Housing Authority

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

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.9 AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC. (ATTACHMENTS TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Community & Economic Development Department)

Community and Economic Director Barry Foster announced that the formatting of the agreement has been changed at the advice of the special legal counsel. The title is Conditional Commitment Letter Agreement among the Moreno Valley Redevelopment Agency, the City of Moreno Valley, and Rancho Belago Developers, Inc. Staff is recommending approval of the agreement with Rancho Belago Developers, Inc.

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

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Recommendation: That the City Council:

Adopt Resolution No 2011-26 consenting to the approval by the Community Redevelopment Agency of the City of Moreno Valley of an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. 2011-26

A Resolution of the City Council of the City of Moreno Valley Consenting to the Approval by the Community Redevelopment Agency of the City of Moreno Valley Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

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

Recommendation: That the RDA:

Adopt Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc.

Resolution No. RDA 2011-05

A Resolution of the Agency Board Approving an Affordable Housing Agreement by and Between the Agency and Rancho Belago Developers Inc.

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

G.10 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

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

Daryl Terrell

1. Establishing a business utility user's tax rebate program to promote jobs; submitted an ordinance for public records

Ron Swaim

1. Code enforcement issue - RV blocking public right of way

Alicia Napper

1. Rising Stars Charter School's concerns

Louise Palomarez

1. Redevelopment money
2. Street lights on Hemlock Street between Pigeon Pass and Heacock

George Merendon

1. "In God We Trust" motto

Joe Teague

1. Problems with Day Street project

Thom Morales

1. Announced that fundraiser concert by Valley View High School Wind Ensemble will be held on March 19; invited residents to attend it

Harold Anderson

1. "In God We Trust" motto

Louis Boldue

1. "In God We Trust" motto

Dolores Baisden

1. Upcoming concert at Valley View High School

Pete Bleckert

1. Redevelopment money
2. Flood Control channel
3. Congratulated the Finance Director for streamlining CalCards

Deanna Reeder

1. Planning Commission appointments

Paul Wilkinson

1. Kiwanis Club

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

Council Member Batey

1. Represented the City at the Perris Chamber of Commerce Centennial Gala for the anniversary celebration for the City and the Chamber
2. Was invited to speak at the National Congress of Black Women; it is nice to have the Inland Empire Chapter headquarter in Moreno Valley

Mayor Pro Tem Molina

1. Stated that at the last Economic Development Subcommittee meeting, the issue of Moreno Valley not being a business-friendly city and the needs and concerns of businesses were addressed; the City is working toward the goal of making Moreno Valley the most business-friendly city; any ideas are always welcomed
2. Stated that he is happy to see that so many people support "In God We Trust"; the item is scheduled for a study session
3. Thanked everyone for participating in council meetings, for their concerns about the City and working toward the betterment of the City

Council Member Co

1. Thanked everybody for coming to the council meeting; one of the reasons the City is improving is that the residents are presenting the problems to the City; this is the only way the problems can be resolved; asked residents to please contact him
2. Regarding residents asking to vote for "In God We Trust" - stated that he does not see any problem with voting to support it; thanked residents for coming in and asking to do something in that respect
3. Asked residents to contact him with any idea to help the City to move forward; the City needs residents' input

Mayor Stewart

1. Agreed with Council Member Co on the public's input; acknowledged that people take time to read agendas; a small number of people come to the council meetings, but many residents contact council members by e-mails and phone; asked to keep up the input
2. The March Air Force Reserve is getting 12 brand new Boeing 767 tankers
3. Was invited to speak at the Junior ROTC Military Ball at Canyon Springs High School; a very fine event
4. Addressed a speaker's comments regarding responding to public concerns during a council meeting - when a public member raises an issue, the Council responds right a way during the meeting, if possible; if not, a staff person will contact the person usually the next day; getting clarification on the issue and responding as soon as possible is beneficial

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for everyone, including residents watching at home
5. Demolition of the last hospital building at March Air Reserve Base is scheduled for March 28, at 10 a.m.; the public can witness it

Council Member Hastings

1. Commended staff for responding to a very difficult situation with the RDA; hopes that we are going to prevail; it's great to see staff being innovative and creative and trying to protect the tax increment money that was placed there for a specific purpose
2. Is looking forward to attend a concert at Valley View High School
3. Will be back in California Thursday afternoon

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:21 p.m. by unanimous informal consent.

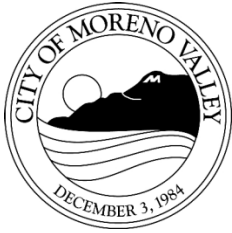
Submitted by:

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

MINUTES
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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 22, 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 March 2-15, 2011.

<i>Reports on Reimbursable Activities</i> March 2-15, 2011		
Council Member	Date	Meeting
William H. Batey II	3/5/11	City of Perris Centennial Installation and Awards Dinner
Marcelo Co	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	3/11/11	Dinner Honoring Major General and Mrs. Eric W. Crabtree

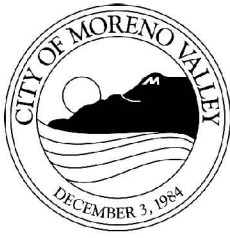
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 22, 2011

TITLE: APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. 2011-27 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charges customers for

service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly bill.

For example, the proposed rate adjustment considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1000 kWh in a month. The proposed rate changes considered in the council action will result in an increase of MVU's rate schedules for both the summer season and winter season. Pursuant to MVU's rates, the summer season begins at 12:00 am on the first Sunday in June and continues until 12:00 am on the first Sunday in October. The winter season begins at 12:00 am on the first Sunday in October, and continues until 12:00 am on the first Sunday in June of the following year. In other words, there are four months in the summer season, and eight months in the winter season.

If the City Council approves the proposed rate adjustments, the impact to each class of customers is described in the tables below:

Average Residential Schedule A	SUMMER		WINTER	
600 kWh usage	\$0.00	0.00%	\$0.25	0.25%
1,000 kWh usage	\$0.51	0.28%	\$0.83	0.38%

Average Small Commercial Schedule B	SUMMER		WINTER	
2,978 kWh usage	\$1.40	0.23%	\$1.40	0.32%

Average Large Commercial Schedule C	SUMMER		WINTER	
24,531 kWh usage, Demand of 100 kW	\$11.87	0.21%	\$11.87	0.35%

Average Large Commercial, TOU Schedule TOU-LGS	SUMMER		WINTER	
386,896 kWh usage, Demand of 865 kW	\$169.63	0.24%		
392,333 kWh usage, Demand of 666 kW			\$163.08	0.43%

Average Traffic Controller Schedule TC-1	SUMMER		WINTER	
364 kWh usage	\$0.15	0.24%	\$0.15	0.24 %

Average Streetlight	SUMMER		WINTER	
Schedule SL-1 9,500 Lumen (973 lights)	\$25.03	0.20%	\$25.03	0.20 %
Schedule SL-1 22,000 Lumen (317 lights)	\$9.25	0.17%	\$9.25	0.17%
Schedule SL-2 27,500 Lumen (139 lights)	\$4.94	0.28%	\$4.94	0.28%
Schedule SL-3 (per lamp)	\$0.01	0.00%	\$0.01	0.00%

The Energy Resources Surcharge Law went into effect on January 1, 1975. The surcharge is imposed on all customers in the state who consume electricity purchased from an electric utility. All electric utilities are required to collect this surcharge and remit the funds to the State Board of Equalization on a quarterly basis. The funds are held by the State and are used for ongoing energy programs and energy projects. The surcharge rate is set in a public meeting each November by the California Energy Commission; the law does not allow this surcharge to exceed \$0.0003 per kWh. The 2011 Electricity Surcharge Rate is \$0.00029 per kWh, an increase from \$0.00022.

If approved by the City Council, these changes will become effective at 12:00 a.m. on March 23, 2011.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true-up MVU's rates to comply with this obligation, and comply with State law. If adopted, the net impact upon MVU customers will be an increase in rates of less than 1%.

ALTERNATIVES

1. Approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to comply with State law.*
2. Do not approve proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and will also put the City's utility in jeopardy of non-compliance with State law.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by the City Council. These funds are restricted for Moreno Valley Utility purposes. The increase in the amount of Energy Resource Surcharge collected will be remitted to the State Board of Equalization.

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 rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic 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

Attachment 1 – Proposed Resolution

Prepared By: Jeannette Olko
Electric Utility Division Manager

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

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

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RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 22nd day of March 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

RESOLUTION JURAT

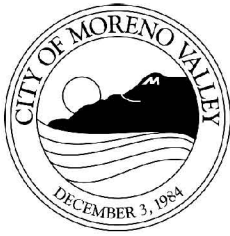
[Clerk's office will prepare]

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

Attachment 1

Resolution No. 2011-27
Date Adopted: March 22, 2011

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

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: March 22, 2011

TITLE: Alcohol Beverage Control (ABC) "Minor Decoy/Shoulder Tap" Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

- 1) Staff recommends that the City Council approve the grant application and authorize acceptance (if awarded) from the Department of Alcohol Beverage Control, State of California, in the amount of \$69,918.00, "Minor Decoy/Shoulder Tap" Grant.

ADVISORY COMMITTEE RECOMMENDATION:

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. Moreno Valley Police Department staff has determined that a number of calls for service and repeat calls are being generated from local Alcohol Beverage Control licensed establishments in the city. Some of these calls involve minors and adults under the age of 21 buying alcohol and soliciting adults over the age of 21 to buy alcohol for them. In an effort to address the sale of alcohol to minors and underage adults, staff identified a grant to assist local law enforcement in their efforts to reduce problems and calls for service at ABC licensed establishments.

There are currently 80 On-Sale and 77 Off-Sale ABC licensed establishments within the City of Moreno Valley. Although most avoid the attention of our agency, there are a number that cause a significant amount of calls for service. Several problematic licensees that would be targeted with additional enforcement operations funded by this

grant have caused sixty three (63) direct calls for service between January 1, 2009 and January 1, 2010. Approximately nine (9) calls for service were directly related to minors being furnished alcohol unlawfully.

The majority of calls surrounding these businesses are alcohol related. The time spent by the Moreno Valley Police Department dealing with the alcohol related problems occurring at these locations could be better spent assisting the community with other issues. In addition, the citizens of Moreno Valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (DUI's), fights, assaults and many disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Alcohol Beverage Control, State of California, has allowed for local law enforcement to apply for grant funding for personnel costs and one (1) mandatory GAP (Grant Assistance Program) training seminars to enable agencies to expand their efforts in addressing alcohol-related problems within their respective cities.

DISCUSSION

The Moreno Valley Police Department proposes to use the grant funding to train officers through the Alcohol Beverage Control Agency, and then implement enforcement programs that team officers from the Moreno Valley Police Department with agents from the Alcohol Beverage Control. The Moreno Valley Police Department will implement eighteen (18) "Minor Decoy" operations. The "Minor Decoy" program allows law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises. The use of underage decoys to check whether licensees are selling alcohol to minors can show a dramatic drop in the illegal activity when the "Minor Decoy" program is repeatedly used.

The Moreno Valley Police Department will implement eight (8) "Shoulder Tap" operations. "Shoulder Tap" is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The "Shoulder Tap" program is an enforcement program that ABC and local law enforcement agencies use to detect and deter shoulder tap activity. During the program, a minor decoy, under the direct supervision of law enforcement officers, solicits adults outside ABC licensed stores to buy the minor alcohol. Any person seen furnishing alcohol to the minor decoy is arrested (either cited or booked) for furnishing alcohol to a minor (a violation of Section 25658(a) Business and Professions Code).

The Problem Oriented Policing (POP) Team will provide a proactive approach through the use of "Minor Decoy" and "Shoulder Tap" operations. The operations will be conducted throughout the city in an attempt to deter ABC licensed establishments from selling alcohol to minors. In addition several operations will focus on adults who purchase alcohol for minors.

ALTERNATIVES

The council may consider the following alternatives:

1. Accept the grant application for the “Minor Decoy/Shoulder Tap” grant in the amount of \$69,918.00, for a Twelve-month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff recommends this alternative.**

2. Decline the grant application for the “Minor Decoy/Shoulder Tap” grant in the amount of \$69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this “Minor Decoy/Shoulder Tap” grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOAL

To provide a safe and secure environment for people and property in the community, and provide protection for citizens who live, work and visit the City of Moreno Valley.

STAFF RECOMMENDATION

Staff recommends that Council accept the grant application for the “Minor Decoy/Shoulder Tap” Grant in the amount of \$69,918.00, for a twelve month period beginning July 1, 2011, ending June 30, 2012, from the Department of Alcohol Beverage Control, State of California.

ATTACHMENTS/EXHIBITS

1. State of California, Alcohol Beverage Control Grant Application.

Prepared By:
 Name Brian Gutierrez
 Title Officer

Department Head Approval:
 Name John Anderson
 Title Chief of Police

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

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State of California
Department of Alcoholic Beverage Control
Grant Assistance Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Moreno Valley Police Department	
2. Description of Applicant Agency: Provide a brief summary including department size, staffing, and structure. The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees.	
3. City or County Served: Moreno Valley	4. Population of Service Area: 191,754.00
5. Project Description: Summarize the proposed project covering the objectives, method of procedure, evaluation, and end product. The Moreno Valley Problem Oriented Policing Team will conduct 18 Minor Decoy and 8 Shoulder Tap operations. Volunteers from the Explorer Program who are at least eighteen years of age will be utilized for these programs under the constant watch or sworn personnel. The goal of these operations is to reduce the amount of alcoholic beverages obtained illegally by minors. The Police Department will also host one Licensee Education on Alcohol and Drugs (LEADS) class for licensees located within the city of Moreno Valley.	
6. Funds Requested: 69,918.00	7. Project Period: July 1, 2011 – June 30, 2012
8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: William Mooney Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6701	Name: John Anderson Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6705 E. Mail Address:
Title: Sergeant	Title: Captain
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Masumi Wilde Address: 22850 Calle San Juan De Los Lagos, Moreno Valley, Ca 92553 Phone: 951-486-6700 Fax: 951-486-6750 E. Mail Address:	
Title: Accounting Technician	

SCOPE OF WORK

Background:

On December 3, 1984, the incorporated City of Moreno Valley was formed from a 50 square mile area in Riverside County, which is surrounded by Riverside, Perris, March Air Reserve Base, Lake Perris and the Badlands. The city has grown over the years and today's population is estimated at 191,754. Based on the 2005 US Census Estimate, Moreno Valley's ethnic composition is 46% Hispanic, 23% White, 20% African-American, 8% Pacific Islander/Asian-American, and 3% other.

The City of Moreno Valley contracts with the Riverside County Sheriff's Department to provide a full service Police Department comprised of 157 sworn and 55 classified employees. A Sheriff's Captain, currently John Anderson, leads the Moreno Valley Police Department as the Chief of Police. Together, they have the responsibility of enforcing the criminal and traffic laws within the city limits.

The existence of several specialized units (Detective Unit, School Resource Officer Unit, Riverside County Regional Medical Center Unit, Patrol Division, Special Enforcement Teams-Gangs/Narcotics, Problem Oriented Policing (POP), Burglary Suppression Unit, Robbery Suppression Unit and Traffic Unit) within the Moreno Valley Police Department demonstrates the Department's objective in providing the citizens of Moreno Valley with the highest level of service and support. The Moreno Valley Police Department encourages innovation within our organization and is dedicated to finding creative solutions to the inevitable disputes that arise in the serving the community.

Moreno Valley has two public school districts, Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The MVUSD has 23 Elementary Schools, 6 Middle Schools, 4 Comprehensive High Schools, 1 Charter School, 1 Adult School, 1 Pre-School Head-Start, and 1 Academic Center with a combined total of 36,500 enrolled students. The VVUSD (includes Perris, Mead Valley and Moreno Valley) has 1 Pre-School, 13 Elementary Schools, 4 Middle Schools, 3 High Schools, and 1 Continuation High School with a combined total of 19,600 enrolled students. Moreno Valley is also home to one of the Riverside Community College campuses with approximately 10,000 enrolled students.

Funding Requested / Goals and objective:

The Moreno Valley Police Department seeks \$69,918.00 from the Department of Alcoholic Beverage Control (ABC) for general support of our Minor Decoy/Shoulder Tap Programs. We are most grateful for the support we have received from ABC for the grant period of August 2006 through May 2008. We believe this proposal for the grant period of July 2011 through June 2012 is of comparable interest to ABC in this specialized field of law enforcement. The City of Moreno Valley contracts with the Riverside County Sheriff's Department. The straight time rate for an officer is \$121.97 per hours and the overtime rate is \$54.39 per hour. Therefore the operations are worked on overtime basis in order to get the most out of the awarded funds.

In August of 2006, the Moreno Valley Police Department was awarded an ABC Minor Decoy and Shoulder Tap Grant that was implemented by the Moreno Valley Police Department's Problem Oriented Policing (POP) Team. The POP Team comprised of one sergeant, nine officers, and two community service officers.

During the grant period, the POP Team Sergeant: 1) announced the start of the Minor Decoy/Shoulder Tap Programs, 2) announced the number of licensed premises who sold to the minor decoy and/or the number of adults arrested for purchasing alcoholic beverages to the minor decoy, 3) faxed a copy of each press release to ABC, 4) monitored the time frames in the grant, 5) maintained costs within the approved amounts of each category, 6) maintained adequate records for validation of project progress and accountability for all funds expended on the project, and 7) submitted the required project reports to ABC.

The Moreno Valley Police Department is committed to following the above listed guidelines as well as conducting eighteen (18) Minor Decoy and eight (8) Shoulder Tap operations within the ABC Minor Decoy/Shoulder Tap Grant period of July 2011 through June of 2012. If awarded the grant, On-Sale and Off-Sale ABC licensed establishments in the City of Moreno Valley will be visited during Minor Decoy and/or Shoulder Tap operations. In addition, the Moreno Valley Police Department will host one Licensee Education on Alcohol and Drugs (LEAD) class for licensees located within the City of Moreno Valley. In accordance with the ABC grant, this training will be provided by ABC's Training/LEAD Unit.

The Moreno Valley Police Department's Minor Decoy/Shoulder Tap Program seeks to implement a strict, honest, impartial, and uniform enforcement of the liquor laws in Moreno Valley. In addition, the Riverside County District Attorney's Office has pledged their support in the prosecution of arrests arising out of ABC related Minor Decoy/Shoulder Tap operations.

Problem Statement:

There are approximately 157 off sale and on sale A.B.C. licensed establishments within the City of Moreno Valley. Although most avoid the attention of the Moreno Valley Police Department, a few do cause an inordinate amount of calls for service. Several problem licensees that would be targeted with additional enforcement programs funded by this grant caused numerous direct calls for service that were directly related to minors being furnished alcohol unlawfully.

Some such establishments contributing to the furnishing/selling of alcohol to minors that are responsible for a disproportionate amount of calls for service are the numerous Bars, nightclubs, and liquor stores located within the city. The time spent by the Moreno Valley Police Department dealing with the alcohol-related problems occurring at these locations could be better spent helping the community with other issues. In addition, the citizens of Moreno valley suffer as a result of the problems that spill out into the community from these establishments. Incidents such as impaired drivers (D.U.I's), batteries, assaults, and many other disturbances also seem to increase when police presence is non-existent around locations that sell alcohol, which in turn has an adverse effect on the community as well.

The Moreno Valley Police Department has conducted numerous operations in the past with ABC grants, and if history repeats itself, we will find that licensees throughout the entire city will unlawfully sell alcohol to minors. Establishments such as grocery stores, liquor stores, and gas stations will be affected. However, we have also discovered that the percentage of higher unlawful alcohol sales to minors tends to occur more frequently at gas stations because this is where wayward juveniles tend to congregate. Second to these gas stations are liquor stores that are steadily busy with several customers walking in and out of the store, thereby creating a distraction for clerks whom are normally

the only source of enforcement of such activity.

In a time period of July 1, 2009 to June 31, 2010, the Moreno Valley Police Department responded to 905 calls for service involving public intoxication. In 2010, the Moreno Valley Police Department wrote 120 citations for violation of city Municipal Code 11.04.060 (Drinking an Alcohol Beverage in Public). A majority of these citations were written within the proximity of ABC licensed businesses. From 2006-2010 the Moreno Valley Police Department has responded to an annual average of 6132 calls for service directly related to party and noise enforcement. A large portion of the party and noise enforcement calls for service involve residential parties that involve minors in possession of alcohol.

Based on the 2009 rankings published by the California Office of Traffic Safety, among the 56 cities in Group B (100,001 to 250,000), Moreno Valley ranked 25 out of 56 cities for victims killed and injured in alcohol involved collisions. This means Moreno Valley has the 25th highest rate of victims killed and injured in alcohol involved collisions. In addition, Moreno Valley ranked 9/56 for DUI collisions involving drivers under the age of 21 and 13/56 for drivers in the 21 to 34 age group. In 2009, the Moreno Valley Police Department made a total of 618 DUI arrests.

Project Description:

Sworn officers will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The coordinators will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the coordinators by gathering information important in the identification of problematic ABC licensed businesses. The CSO will also be responsible for keeping records on the progress of the operations so that periodic evaluations can be conducted.

The Moreno Valley Police Department will be issuing press releases to inform the community that the Moreno Valley Police Department is continuing its ongoing efforts to thwart the unlawful selling and purchasing of alcohol that involves minors. These press releases will be distributed as required by the grant, and faxed copies of these press releases will be routed to ABC s public information officer as well.

The Moreno Valley Police Department is committed to the programs developed under the "Minor Decoy" and "Shoulder Tap" programs. We have learned much from working with A.B.C. and hope to be afforded the opportunity to work with them in the next "Minor Decoy," "Shoulder Tap," Program Grant year, 2011-2012. We will continue to include A.B.C. in all our operations and will also solicit the help of other governmental agencies when appropriate. It is our intent to keep the community safe, informed, and involved in the fight against problematic A.B.C. licensed establishments, under aged alcohol consumption, and abuse.

Project Personnel:

This grant proposal, prepared by the Problem Oriented Policing Unit (P.O.P. Team), will be supervised by the P.O.P. sergeant (Project Director), currently Sergeant Mooney. The supervising sergeant or Project Director will be responsible for the following: 1) Monitoring time frames in the contract. 2) Maintaining costs within the approved amounts of each category. 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the

project. 4) Submission of required project reports and, 5) Conducting project evaluation.

In addition to the P.O.P. Sergeants, nine sworn Officers and one Community Service Officer will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. The officers will also be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. One non-sworn Community Service Officer (CSO) will assist the officers by gathering information important in the identification of problematic ABC licensed businesses.

During the past year the City of Moreno Valley has been dealing with the ongoing state budget issues. The Moreno Valley Police Department has been impacted by this current issue. The acceptance of this grant would improve the ongoing efforts the Moreno Valley Police Department has in place in the proactive enforcement of A.B.C. establishments. The funding would allow us to increase monitoring of the unlawful alcohol sales to minors, and create a strong deterrent to future violations.

The Moreno Valley Police Department has a strong working relationship with numerous governmental agencies and community action committees. We look forward to getting as many as possible involved in the campaign to prevent minors from obtaining alcohol from business licensees. We welcome the assistance of any other agencies that wish to assist us with the enforcement, and education of the public and business owners, of this growing problem that plagues communities across America today.

BUDGET DETAIL

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
<p>A. Personnel Services (straight time salaries, overtime, and benefits)</p> <p>The City of Moreno Valley contracts with the Riverside County Sheriff's Department for a full service police department. The straight time rate is \$121.97 per hour and the overtime rate is \$54.39 per hour. Therefore, the operations are worked on an overtime basis in order to get the most out of the awarded funds.</p> <p>(1) Sergeant: straight time: \$82.42, overtime: \$80.02 (5) Officer: straight time: \$121.97, overtime: \$54.39 (1) Community service officer- straight time: \$41.94, overtime: \$39.20 GAP Training hours – (2) officer straight time for 24 hours</p>	<p>Sergeant = \$12,483.12 Officers = \$42,424.20 CSO = \$6,115.20</p> <p>(2)Officer for GAP training. = \$5854.56</p>
TOTAL PERSONNEL SERVICES	\$66,877.08
<p>B. Operating Expenses (maximum \$2,500)</p> <p>Twenty six operations with \$40.00 "buy money" per operation is a total of \$1040.00</p>	
TOTAL OPERATING EXPENSES	\$1,040.00
<p>C. Equipment (maximum \$2,500) (Attach receipts for all equipment purchases to monthly billing invoice) None</p>	
TOTAL EQUIPMENT	\$0.00
<p>D. Travel Expense/Registration Fees (maximum \$2,000) (Registration fee for July 2011 GAP Conference attendees is \$200 each) Travel, per diem and lodging for the July GAP Conference.</p>	<p style="text-align: right;">\$400.00</p> <p style="text-align: right;">\$1600.00</p>
TOTAL TRAVEL EXPENSE	\$2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$69,918.00

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$66,877.08		\$66,877.00
Operating Expenses	\$1,040.00		\$1,040.00
Travel/Registration Fees	\$2,000.00		\$2,000.00
Equipment			
TOTALS	\$69,918.00		69,918.00

(This form does not become part of the contract)

REQUEST FOR PROPOSALS RATING FORM

APPLICANT: _____

FUNDS REQUESTED: _____

INSTRUCTIONS TO RATER: The rating form is divided into six categories with a maximum point value assigned to each category. Rate each category based on the applicant's response in the request for proposal. You may use the comments line to give more detail. Once you have rated the request for proposal, total the points at the bottom. The maximum points an applicant agency can receive is 100 points.

CATEGORY:

SUMMARY – (15 POINTS MAXIMUM)

Does applicant describe the department's size, structure, staffing, number of ABC licenses, demographics of jurisdiction, and goals and objectives?

Points Received _____

Comments: _____

PROBLEM STATEMENT – (25 POINTS MAXIMUM)

Does applicant clearly identify the area to be served, specific problematic ABC licensed locations, community concerns, and other factors that contribute to the problem?

Points Received _____

Comments: _____

PROJECT DESCRIPTION – (25 POINTS MAXIMUM)

Does applicant clearly state the goals and objectives in full detail? Are objectives measurable, realistic, and related to a time frame? Are ABC enforcement strategies utilized (example, LEAD, IMPACT, Minor Decoy, Shoulder Tap, Trapdoor, etc.)

Points Received _____

Comments: _____

PROJECT PERSONNEL – (25 POINTS MAXIMUM)

Does applicant clearly describe the staffing required to carry out grant objectives and activities as supported by the proposed budget? Does it include the names of the Unit/Division responsible for the project?

Points Received _____

Comments: _____

BUDGET DETAIL – (5 POINTS)

Is the budget estimate page completed? **5 Points** _____

OTHER FUNDING SOURCES – (5 POINTS)

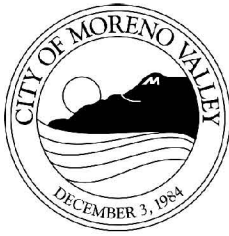
Is the other funding sources page completed? **5 Points** _____

TOTAL POINTS (100 POINTS MAXIMUM): _____

NAME

DATE

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 22, 2011

TITLE: AUTHORIZATION TO ISSUE A CHANGE ORDER TO INCREASE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF FACILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 07-50182425

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of \$125,400 (\$114,000 plus 10% contingency) for a total not-to-exceed amount of \$160,400. (Account No. 501.82425.7500)
2. Authorize payment to SCE in an amount up to \$125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project.

BACKGROUND

The Kitching Street Improvements Project widens Kitching Street from two to four lanes from Gentian Avenue to Alessandro Boulevard.

On June 24, 2009, the City Council approved the Kitching Street project as a three-phase project as part of the FY 09/10 CIP Budget. Two of the three phases were funded. Phase 1 includes utility relocation and design services for the entire length of the project. Phase 2 improves Kitching Street from Cactus Avenue to Alessandro Boulevard by upgrading Kitching Street to four lanes and installing a signal at Cactus Avenue. Phase 3 improves Kitching Street from Gentian Avenue to Cactus Avenue

from two lanes to four lanes at a future time, subject to the availability of funding for construction.

Phase 2 work has been completed and was accepted by the City Council at its meeting on January 25, 2011, for inclusion into the City's Maintained Road System.

The next step is to complete the remaining utility relocation and design work for Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue. The goal is to have Phase 3 of the project in 'Shovel Ready' condition for construction, subject to availability of future funding.

DISCUSSION

Phase 3 of the project requires relocation of existing SCE facilities at the intersection of Kitching Street and Delphinium Avenue. SCE retains 'prior rights' since their facilities are located within SCE's easement. Consequently, the cost of relocating SCE's facilities is the City's responsibility.

The relocation work includes removal of one wood guy pole with its companion span guys, down guys and anchors that are to be replaced with a 35-foot tubular steel pole (TSP) with span guys. By removing existing down guys and anchors within the proposed asphalt pavement area of the street right of way, widening of the street to four lanes can be accomplished at a future time when funding becomes available.

To date, the majority of conflicting SCE, EMWD, Verizon and Time Warner facilities within the project limits have already been relocated. After relocation of the subject SCE facilities at the Kitching Street/Delphinium Avenue intersection, remaining minor utility-related adjustments will be accomplished during construction of the Phase 3 improvements, because such adjustments can only be accomplished after grading and paving is complete.

The City previously made a deposit payment of \$35,000 (Purchase Order No. 38653) for the design and procurement of long-lead custom-manufactured TSP. SCE's estimated cost for engineering, procurement, manufacturing, and installation of TSP is \$149,000. Therefore, an additional \$114,000 is due to SCE for these relocation activities.

This work will be carried out by SCE on a time and materials or actual cost basis. Upon completion of the work, SCE may refund the unused portion of the City's payment or it may invoice the City for any additional costs incurred beyond the City's payments. Since the work by SCE is on an actual cost basis, there is a potential for the final cost to be higher than the initial cost estimate. Accordingly, besides the \$114,000 due to SCE, an additional 10% contingency in the amount of \$11,400 is requested, increasing the total not-to-exceed amount for Purchase Order No. 38653 from \$35,000 to \$160,400.

ALTERNATIVES

1. Authorize the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of \$125,400 (\$114,000 plus 10% contingency) for a total not-to-exceed amount of \$160,400. (Account No. 501.82425.7500), and authorize payment to SCE in an amount up to \$125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*

2. Do not authorize of the City Manager to execute a Change Order to increase Purchase Order No. 38653 to Southern California Edison (SCE) by the amount of \$125,400 (\$114,000 plus 10% contingency) for a total not-to-exceed amount of \$160,400. (Account No. 501.82425.7500), and do not authorize payment to SCE in an amount up to \$125,400 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

FISCAL IMPACT

The project is included in Fiscal Year 2010/2011 Capital Improvement Project Budget. It is funded by 2005 Lease Revenue Bond funds (Fund 501). Funding for this project is restricted to capital improvements for arterial street widening. There is no impact to the General Fund.

FY 2010 / 2011 PROJECT BUDGET:

Kitching Street from Alessandro Boulevard to Gentian Avenue
 2005 Lease Revenue Bond (Account No. 501.82425).....\$1,640,000

FY 2010 / 2011 PROJECT COSTS:

Phase 1 and 2 Project Construction and Closeout Costs..... \$1,385,000
 Complete Design for Phase 3 Improvements..... \$90,000
 SCE Facilities Relocation Costs for Phase 3 Improvements \$160,400
 Total Project Costs \$1,635,400

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

This action authorizes a Change Order to increase Purchase Order No. 38653 to SCE by the amount of \$125,400 for the engineering, procurement, manufacturing, and installation of a tubular steel pole (TSP). The TSP will be installed by Southern California Edison at Kitching Street/Delphinium intersection and will allow construction of Phase 3 Improvements along Kitching Street from Gentian Avenue to Cactus Avenue to be completed in the future subject to the availability of funding.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map

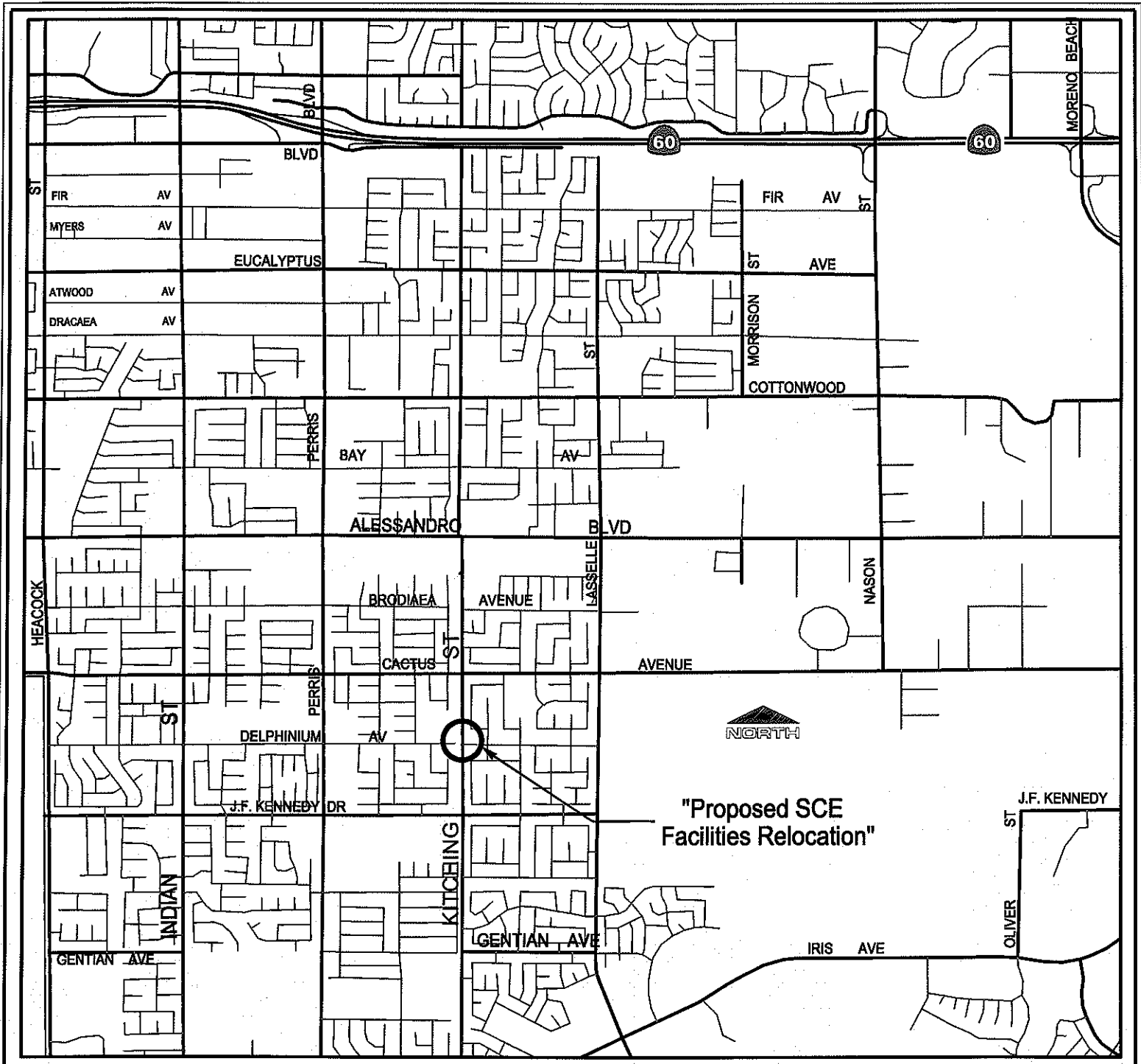
Prepared By:
Viren A. Shah, P.E.
Consultant Project Manager

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

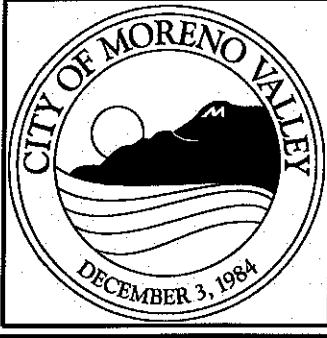
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

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

W:\CapProj\CapProj\PROJECTS\Viren - 06-50182425 - Kitching Street Improvements\CC Reports\Utility Relocation\Phase II SCE Facility Relocation Staff Report 03-22-2011.doc

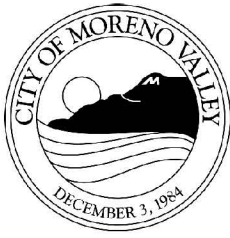


"Proposed SCE Facilities Relocation"



Public Works Department Capital Projects Division	<h1>LOCATION MAP</h1>
	<p>SCE FACILITIES RELOCATION AT KITCHING STREET/DELPHINIUM INTERSECTION FOR KITCHING STREET IMPROVEMENTS FROM GENTIAN AVENUE TO CACTUS AVENUE PROJECT NO. 07-50182425</p>
	<p>Scale: None</p> <p>ATTACHMENT "A"</p>

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: APPROVAL OF CHECK REGISTER FOR JANUARY, 2011

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2011-28, approving the Check Register for the month of January, 2011 in the amount of \$12,324,061.41.

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. 2011-28
Check Register for Month of January, 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. 2011-28

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period January 1, 2011 through January 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 January 1, 2011 through January 31, 2011, in the total amount of \$12,324,061.41 is approved.

APPROVED AND ADOPTED this 22nd day of March, 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 1/1/2011 through 1/31/2011

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
BEMUS LANDSCAPE, INC.				
1/31/2011	881973	39,148.55		
			LANDSCAPE MAINT-E4	55.63
			LANDSCAPE MAINT-E4	64.50
			LANDSCAPE MAINT-E4	6,692.26
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-VET MEM	250.00
			LANDSCAPE MAINT-FIRE STNS	3,150.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-ANNEX 1	300.00
			LANDSCAPE MAINT-E3	10,625.00
			LANDSCAPE MAINT-E3A	1,000.00
	Vendor Total	39,148.55		
FYTD for BEMUS LANDSCAPE, INC.		334,630.49		
BRUCE W.HULL, MAI				
1/24/2011	205954	25,000.00		
			APPRAISAL SVCS-CFD 4	25,000.00
	Vendor Total	25,000.00		
FYTD for BRUCE W.HULL, MAI		25,000.00		
BUDGET ENTERPRISES, INC.				
1/10/2011	205810	29,430.50		
			CITY HALL WINDOW TINT PROJ	29,430.50
	Vendor Total	29,430.50		
FYTD for BUDGET ENTERPRISES, INC.		29,430.50		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/14/2011	2788	33,797.26		
			STATE INCOME TAX W/H 1/14/11	33,797.26
1/28/2011	2796	31,996.00		
			STATE INCOME TAX W/H 1/28/11	31,996.00
	Vendor Total	65,793.26		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		656,332.61		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/24/2011	881942	217,392.09		
			DISTRIBUTIONS CHARGES	182,494.95
			SPCL/TEMP CHARGES	10,340.00
			BAD DEBT DEDUCTION	-257.22
			ONLINE UTILITY SVCS	203.97
			CABINET LEASE-INDIAN	29.67
			CABINET LEASE-INDIAN	1,220.33
			CABINET LEASE-IRIS	47.14
			CABINET LEASE-IRIS	1,202.86
			ELECTRIC METER CHARGES	21,752.00
			PRINTED MATERIALS	358.39
Vendor Total		217,392.09		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,372,719.94		
GUIDA SURVEYING, INC.				
1/18/2011	881908	25,252.00		
			IRONWOOD AVE/INDIAN BASIN PROJ	14,960.00
			DAY ST IMPRVMENTS PROJ SVCS	10,292.00
Vendor Total		25,252.00		
FYTD for GUIDA SURVEYING, INC.		85,986.00		
H & H GENERAL CONTRACTORS				
1/31/2011	206118	171,530.10		
			MV UTIL. PROJ CONSTRUCT. SVCS	107,727.30
			MV UTIL. PROJ CONSTRUCT. SVCS	63,802.80
Vendor Total		171,530.10		
FYTD for H & H GENERAL CONTRACTORS		171,530.10		
HILLCREST CONTRACTING, INC				
1/18/2011	881909	183,063.83		
			KITCHING ST IMPRVMNT PROJ	5,157.58
			KITCHING ST IMPRVMNT PROJ	177,906.25
1/31/2011	881983	298,108.70		
			DAY ST IMPRVMENTS PROJ SVCS	298,108.70
Vendor Total		481,172.53		
FYTD for HILLCREST CONTRACTING, INC		2,537,305.75		
HUNTINGTON BEACH HONDA				
1/24/2011	205999	27,299.20		
			MOTORCYCLE RPLCMNT-POLICE	14,204.00
			DOC FEE-POLICE	55.00
			CA TIRE FEE-POLICE	3.50
			EQUIPMENT-POLICE	6,540.49
			INSTALLATION/PAINTING-POLICE	4,300.00
			SALES TAX-POLICE	2,196.21
Vendor Total		27,299.20		
FYTD for HUNTINGTON BEACH HONDA		27,299.20		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE				
1/14/2011	2787	130,796.36		
			FED INCOME TAX W/H 1/14/11	130,796.36
1/28/2011	2795	134,868.39		
			FED INCOME TAX W/H 1/28/11	134,868.39
Vendor Total		265,664.75		

FYTD for INTERNAL REVENUE SERVICE	2,068,510.25
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MIRACLE PLAYGROUND SALES				
1/24/2011	881951	176,943.13		
			DEMO/INSTALL PLAYGRND EQUIP	109,331.76
			DEMO/INSTALL PLAYGRND EQUIP	47,869.74
			CA SALES TAX	8,727.49
			SHIPPING CHGS	11,014.14
Vendor Total		176,943.13		

FYTD for MIRACLE PLAYGROUND SALES	176,943.13
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY				
1/25/2011	206075	53,779.13		
			ELECTRICITY	150.18
			ELECTRICITY	851.39
			ELECTRICITY	271.07
			ELECTRICITY	2,118.53
			ELECTRICITY	10,312.01
			ELECTRICITY	10,099.88
			ELECTRICITY	2,738.23
			ELECTRICITY	4,858.26
			ELECTRICITY	831.59
			ELECTRICITY	133.19
			ELECTRICITY	12,103.03
			ELECTRICITY	7,021.04
			ELECTRICITY	196.14
			ELECTRICITY	144.98
			ELECTRICITY	93.20
			ELECTRICITY	69.90
			ELECTRICITY	69.90
			ELECTRICITY	141.89
			ELECTRICITY	79.37
			ELECTRICITY	1,495.35
Vendor Total		53,779.13		

FYTD for MORENO VALLEY UTILITY	526,697.08
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS HEALTH INSURANCE				
1/7/2011	110102	215,602.65		
			EMPLOYEE HEALTH INS 1/7/11	215,602.65
Vendor Total		215,602.65		

FYTD for PERS HEALTH INSURANCE	1,389,737.64
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City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				
1/21/2011	2789	194,802.98	PERS RETIREMENT 1/21/11	194,802.98
1/7/2011	2779	199,055.90	PERS RETIREMENT 1/7/11	199,055.90
Vendor Total		393,858.88		
FYTD for PERS RETIREMENT		2,974,953.79		
PITASSI ARCHITECTS, INC				
1/10/2011	881888	43,006.63	CORPORATE YARD FACILITY PROJ	43,006.63
Vendor Total		43,006.63		
FYTD for PITASSI ARCHITECTS, INC		129,882.11		
RIVERSIDE CONSTRUCTION COMPANY, INC				
1/20/2011	110107	46,305.01	RETENTN PYMT PER ESCROW AGRMNT	46,305.01
1/31/2011	881988	666,378.90	IRONWOOD AVE/INDIAN BASIN PROJ	41,983.20
			IRONWOOD AVE/INDIAN BASIN PROJ	153,101.83
			IRONWOOD AVE/INDIAN BASIN PROJ	42,521.35
			IRONWOOD AVE/INDIAN BASIN PROJ	428,772.52
Vendor Total		712,683.91		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,548,869.40		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881916	2,758,449.61		
			CONTRACT LAW ENF BILL # 3	44,172.56
			CONTRACT LAW ENF BILL # 3	277.89
			CONTRACT LAW ENF BILL # 3	1,569,303.99
			CONTRACT LAW ENF BILL # 3	67,302.19
			CONTRACT LAW ENF BILL # 3	332,039.09
			CONTRACT LAW ENF BILL # 3	6,375.60
			CONTRACT LAW ENF BILL # 3	61,080.61
			CONTRACT LAW ENF BILL # 3	5,429.61
			CONTRACT LAW ENF BILL # 3	75,194.74
			CONTRACT LAW ENF BILL # 3	961.84
			CONTRACT LAW ENF BILL # 3	166,479.31
			CONTRACT LAW ENF BILL # 3	3,390.64
			CONTRACT LAW ENF BILL # 3	275,054.27
			CONTRACT LAW ENF BILL # 3	5,921.74
			CONTRACT LAW ENF BILL # 3	34,273.57
			CONTRACT LAW ENF BILL # 3	271.04
			CONTRACT LAW ENF BILL # 3	43,570.90
			CONTRACT LAW ENF BILL # 3	937.99
			CONTRACT LAW ENF BILL # 3	35,144.43
			CONTRACT LAW ENF BILL # 3	1,955.42
			CONTRACT LAW ENF BILL # 3	28,831.13
			CONTRACT LAW ENF BILL # 3	481.05
1/31/2011	881989	2,612,636.73		
			CONTRACT LAW ENF BILL # 4	43,966.29
			CONTRACT LAW ENF BILL # 4	638.56
			CONTRACT LAW ENF BILL # 4	1,476,007.46
			CONTRACT LAW ENF BILL # 4	58,161.90
			CONTRACT LAW ENF BILL # 4	338,114.62
			CONTRACT LAW ENF BILL # 4	5,585.36
			CONTRACT LAW ENF BILL # 4	47,355.97
			CONTRACT LAW ENF BILL # 4	9,211.25
			CONTRACT LAW ENF BILL # 4	72,048.74
			CONTRACT LAW ENF BILL # 4	1,354.32
			CONTRACT LAW ENF BILL # 4	151,843.66
			CONTRACT LAW ENF BILL # 4	2,484.24
			CONTRACT LAW ENF BILL # 4	305,308.47
			CONTRACT LAW ENF BILL # 4	7,427.96
			CONTRACT LAW ENF BILL # 4	33,822.28
			CONTRACT LAW ENF BILL # 4	226.16
			CONTRACT LAW ENF BILL # 4	38,730.49
			CONTRACT LAW ENF BILL # 4	20,349.00
Vendor Total		5,371,086.34		
FYTD for RIVERSIDE COUNTY SHERIFF		15,070,633.49		
SHELL ENERGY NORTH AMERICA (US) L.P.				
1/24/2011	206043	468,994.40		
			ELECTRICAL ENERGY PURCHASE	468,994.40
Vendor Total		468,994.40		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		4,116,830.00		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
1/3/2011	205788	40,302.98	ELECTRICITY	275.11
			ELECTRICITY	11,977.29
			ELECTRICITY	5,234.12
			ELECTRICITY	38.34
			ELECTRICITY	1,751.14
			ELECTRICITY	4,482.44
			ELECTRICITY	285.81
			ELECTRICITY	9,260.73
			ELECTRICITY	498.85
			ELECTRICITY	335.87
			ELECTRICITY	2,950.73
			ELECTRICITY	503.34
			ELECTRICITY	940.49
			ELECTRICITY	672.49
			ELECTRICITY	188.83
			ELECTRICITY	345.68
			ELECTRICITY	22.57
			ELECTRICITY	105.22
			ELECTRICITY	181.04
			ELECTRICITY	163.53
			ELECTRICITY	89.36
1/3/2011	205789	31,278.74	WDAT CHARGES-SUBSTATION	10,447.31
			WDAT CHARGES-FREDERICK	2,386.62
			WDAT CHARGES-NANDINA	3,199.07
			WDAT CHARGES-GLOBE	8,684.55
			WDAT CHARGES-GRAHAM	3,935.97
			WDAT CHARGES-IRIS	2,625.22
1/18/2011	205911	136,567.18	ELECTRICITY	23.06
			ELECTRICITY	260.91
			ELECTRICITY	45.63
			ELECTRICITY	709.03
			ELECTRICITY	1,012.99
			ELECTRICITY	1,473.45
			ELECTRICITY	95,604.30
			ELECTRICITY	36,719.41
			ELECTRICITY	368.26
			ELECTRICITY	92.28
			ELECTRICITY	24.38
			ELECTRICITY	25.99
			ELECTRICITY	65.46
			ELECTRICITY	98.06
			ELECTRICITY	43.97
1/25/2011	206076	33,175.97	ELECTRICITY	526.31
			ELECTRICITY	218.90
			ELECTRICITY	47.13
			ELECTRICITY	5,857.01
			ELECTRICITY	1,060.58
			ELECTRICITY	192.86



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	2,381.91
			ELECTRICITY	19.18
			ELECTRICITY	2,506.80
			ELECTRICITY	558.12
			ELECTRICITY	1,664.77
			ELECTRICITY	721.57
			ELECTRICITY	863.69
			ELECTRICITY	140.12
			ELECTRICITY	3,741.18
			ELECTRICITY	1,010.57
			ELECTRICITY	1,145.53
			ELECTRICITY	22.57
			ELECTRICITY	387.77
			ELECTRICITY	5,761.71
			ELECTRICITY	1,736.44
			ELECTRICITY	255.45
			ELECTRICITY	264.70
			ELECTRICITY	859.11
			ELECTRICITY	143.70
			ELECTRICITY	187.03
			ELECTRICITY	31.62
			ELECTRICITY	21.84
			ELECTRICITY	168.75
			ELECTRICITY	213.66
			ELECTRICITY	147.51
			ELECTRICITY	199.58
			ELECTRICITY	90.54
			ELECTRICITY	27.76

Vendor Total 241,324.87

FYTD for SOUTHERN CALIFORNIA EDISON	1,759,082.07
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STANDARD INSURANCE CO

1/25/2011	206077	29,819.16		
			LIFE & DISABILITY INSURANCE	11,662.68
			LIFE & DISABILITY INSURANCE	-68.37
			LIFE & DISABILITY INSURANCE	18,236.93
			LIFE & DISABILITY INSURANCE	-12.08

Vendor Total 29,819.16

FYTD for STANDARD INSURANCE CO	227,964.72
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STK ARCHITECTURE, INC.

1/24/2011	881962	85,849.08		
			MORRISON PRK FIRE STATION PROJ	85,849.08

Vendor Total 85,849.08

FYTD for STK ARCHITECTURE, INC.	270,740.17
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City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
U.S. BANK/CALCARDS				
1/6/2011	110103	112,826.10		
			CALCARD PMT CYCLE END 12/22/10	112,826.10
1/20/2011	110104	95,683.24		
			CALCARD PYMT CYCLE END 1/7/11	95,683.24
	Vendor Total	208,509.34		
FYTD for U.S. BANK/CALCARDS		1,121,345.00		
WELLS FARGO CORPORATE TRUST				
1/25/2011	110110	1,023,839.98		
			INT PYMT-2007 TAB SERIES A	1,023,839.98
	Vendor Total	1,023,839.98		
FYTD for WELLS FARGO CORPORATE TRUST		5,779,064.04		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
1/18/2011	205932	741,529.00		
			TUMF FEES	235,161.00
			TUMF FEES	506,368.00
	Vendor Total	741,529.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		953,476.08		
WRCRCA				
1/18/2011	205933	33,159.00		
			DEC-10 RESIDENTIAL FEES	33,159.00
	Vendor Total	33,159.00		
FYTD for WRCRCA		1,271,213.38		
	Subtotal	11,147,668.48		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
EXCLUSIVE RM AUTHORITY OF CA				
1/10/2011	205799	10,000.00	GENERAL MATTERS	10,000.00
Vendor Total		10,000.00		
FYTD for EXCLUSIVE RM AUTHORITY OF CA		10,000.00		
3E COMPANY				
1/10/2011	205800	3,907.00	SUBSCRIPTION LICENSE/RENEWAL	3,907.00
Vendor Total		3,907.00		
FYTD for 3E COMPANY		3,907.00		
A & I REPROGRAPHICS 2406362				
1/3/2011	205745	765.17	RPRGRPHC SVCS-PERRIS BL WIDEN	765.17
1/10/2011	205801	330.92	RPRGRPHCS-SHADOW MTN PARK PROJ	248.19
			RPRGRPHCS-SHADOW MTN PARK PROJ	82.73
1/18/2011	205840	665.44	RPRGRPHC SVCS-BRIDGE MAINT PRJ	665.44
1/31/2011	206078	860.37	RPRGRPHC SVCS-PERRIS BL WIDEN	265.40
			RPRGRPHC SVCS-SR60/NASON PROJ	594.97
Vendor Total		2,621.90		
FYTD for A & I REPROGRAPHICS 2406362		21,019.27		
A COMING OF AGE FOSTER FAMILY AGENCY				
1/18/2011	205841	200.00	REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		200.00		
FYTD for A COMING OF AGE FOSTER FAMILY AGENCY		200.00		
ACCESS SECURITY CONTROLS INT., INC.				
1/10/2011	205802	75.00	MONITORING SVCS-ERC	75.00
1/24/2011	205938	985.00	MONITORING SVCS-GOLF COURSE	75.00
			MONITORING SVCS-S/MEAD MIDDLE	75.00
			MONITORING SVCS-ASES STARS	75.00
			MONITORING SVCS-FS #58	760.00
Vendor Total		1,060.00		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		5,042.00		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACCOUNTEMPS				
1/31/2011	206079	2,214.81	TEMP SVCS-V ARGUTA W/E 12/24	2,214.81
Vendor Total		2,214.81		
FYTD for ACCOUNTEMPS		7,155.45		
ACT MEDIATION				
1/18/2011	205842	0.00	MEDIATION -CASE# RIC 10017492 VOIDED CHECK #205842 ON1/24/11	2,900.00 -2,900.00
1/18/2011	205843	5,800.00	MEDIATION -CASE# RIC 10017492	5,800.00
Vendor Total		5,800.00		
FYTD for ACT MEDIATION		5,800.00		
ADAMS, MARK L.				
1/3/2011	881812	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		2,231.11		
ADDICTION MEDICINE CONSULTANTS, INC.				
1/31/2011	206080	1,375.00	DRUG/ALCOHOL TESTING PRGM	1,375.00
Vendor Total		1,375.00		
FYTD for ADDICTION MEDICINE CONSULTANTS, INC.		1,375.00		
ADDUS HEALTH CARE				
1/3/2011	205746	500.00	REFUND-RNTL DEP 12/13	500.00
Vendor Total		500.00		
FYTD for ADDUS HEALTH CARE		500.00		
ADLERHORST INTERNATIONAL INC.				
1/18/2011	881892	283.34	TRAINING FOR PATROL CANINES	283.34
Vendor Total		283.34		
FYTD for ADLERHORST INTERNATIONAL INC.		18,857.09		
ADMINSURE				
1/31/2011	206081	2,600.00	WRKMNS COMP ADMIN SVCS	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		18,200.00		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
1/10/2011	881876	390.00		
			ICE MACHINE MAINT-FS #2	185.00
			ICE MACHINE MAINT-FS #2	10.00
			ICE MACHINE MAINT-FS #65	185.00
			ICE MACHINE MAINT-FS #65	10.00
1/24/2011	881933	1,238.00		
			ICE MACHINE MAINT-FS #58	1,043.00
			ICE MACHINE MAINT-PSB	195.00
	Vendor Total	1,628.00		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		16,596.00		
ADVANCED ELECTRIC				
1/31/2011	206082	496.00		
			ELECTRICAL REPAIRS-CONF & REC	124.00
			RETROFIT LAMPS @ CITY HALL	372.00
	Vendor Total	496.00		
FYTD for ADVANCED ELECTRIC		7,241.60		
ADVANTAGE BUSINESS EQUIPMENT, INC				
1/31/2011	206166	153.31		
			BLANK CHECK STOCK-A/P	153.31
	Vendor Total	153.31		
FYTD for ADVANTAGE BUSINESS EQUIPMENT, INC		1,022.20		
AEI-CASC ENGINEERING				
1/24/2011	881934	1,036.00		
			PROF CONSULTING SVCS-WQMP	1,036.00
	Vendor Total	1,036.00		
FYTD for AEI-CASC ENGINEERING		10,298.04		
AGUIRRE, LEONOR S				
1/10/2011	205803	1,650.00		
			MOVING EXPENSES-PERRIS BL PROJ	1,650.00
	Vendor Total	1,650.00		
FYTD for AGUIRRE, LEONOR S		1,650.00		
AHLERS, ROSCEAL				
1/18/2011	205844	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	152.00		
FYTD for AHLERS, ROSCEAL		608.00		



City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALBERTO'S MEXICAN FOOD				
1/31/2011	206083	55.97		
			REFUND-BUS LIC OVRPMT	55.97
Vendor Total		55.97		
FYTD for ALBERTO'S MEXICAN FOOD		55.97		
ALCORN FENCE COMPANY				
1/24/2011	205939	22.34		
			REFUND-BUS.LIC OVERPYMT	22.34
Vendor Total		22.34		
FYTD for ALCORN FENCE COMPANY		22.34		
ALESSANDRO SMOG TEST ONLY				
1/24/2011	205940	39.00		
			REFUND-BUS.LIC OVERPYMT	39.00
Vendor Total		39.00		
FYTD for ALESSANDRO SMOG TEST ONLY		39.00		
ALL PRO MEDICAL GROUP, INC				
1/24/2011	205941	40.44		
			REFUND-BUS.LIC OVERPYMT	40.44
Vendor Total		40.44		
FYTD for ALL PRO MEDICAL GROUP, INC		40.44		
ALLIANCE BUS LINES INC				
1/10/2011	205804	257.64		
			TRANSPORTATION SVCS-CHILDS PLC	48.88
			TRANSPORTATION SVCS-CHILDS PLC	208.76
Vendor Total		257.64		
FYTD for ALLIANCE BUS LINES INC		7,109.27		
ALLIANZ LIFE INSURANCE CO				
1/18/2011	205845	75.00		
			NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		525.00		
ALVAREZ, ESPERANZA				
1/24/2011	205942	300.00		
			REFUND-RNTL DEP 10/23	300.00
Vendor Total		300.00		
FYTD for ALVAREZ, ESPERANZA		300.00		



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AMAZING DISCOUNT STORE				
1/24/2011	205943	36.00		
			REFUND-BUS.LIC OVERPYMT	36.00
Vendor Total		36.00		
FYTD for AMAZING DISCOUNT STORE		36.00		
AMERICA VIETNAM REALTY & FINANCE				
1/31/2011	206084	22.60		
			REFUND-BUS LIC OVRPMT	22.60
Vendor Total		22.60		
FYTD for AMERICA VIETNAM REALTY & FINANCE		22.60		
AMERICAN FORENSIC NURSES				
1/18/2011	881893	1,191.32		
			BLOOD DRAWS	82.16
			BLOOD DRAWS	1,109.16
1/24/2011	881935	41.08		
			BLOOD DRAWS	41.08
1/31/2011	881972	1,550.64		
			BLOOD DRAWS	1,550.64
Vendor Total		2,783.04		
FYTD for AMERICAN FORENSIC NURSES		17,643.42		
AMERICAN TOWERS				
1/10/2011	205805	2,573.48		
			LEASE AGREEMENT	2,573.48
Vendor Total		2,573.48		
FYTD for AMERICAN TOWERS		10,293.92		
AMINO, MARCIA				
1/24/2011	205944	169.76		
			REFUND-CANDIDATE STMNT	169.76
Vendor Total		169.76		
FYTD for AMINO, MARCIA		169.76		
AMTECH ELEVATOR SERVICES				
1/24/2011	205945	210.90		
			ELEVATOR SVC-SENIOR CENTER	210.90
Vendor Total		210.90		
FYTD for AMTECH ELEVATOR SERVICES		1,271.69		



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ANAYA, KIM REYE				
1/18/2011	205846	93.00	MILEAGE REIMBURSEMENT	93.00
Vendor Total		93.00		
FYTD for ANAYA, KIM REYE		239.90		
ANDREWS-BAKER, SUE				
1/24/2011	205946	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for ANDREWS-BAKER, SUE		375.00		
ANIMAL HEALTH AND SANITARY SUPPLY				
1/10/2011	205806	170.37	CLEANING SOLUTIONS-ANML SHLTR	170.37
Vendor Total		170.37		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		783.14		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
1/24/2011	205947	1,790.00	PEST CNTRL SVC-CFD #1	160.00
			PEST CNTRL SVC-GOLF COURSE	180.00
			PEST CNTRL SVC-STARS BLDG	100.00
			PEST CNTRL SVC-CITY PARKS	665.00
			PEST CNTRL SVC-CITY PARKS	255.00
			PEST CNTRL SVC-MARCH CHILDCARE	330.00
			PEST CNTRL SVC-MARCH C/C & PAL	100.00
Vendor Total		1,790.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		12,530.00		
APPLIANCE DISCOUNTERS				
1/3/2011	205747	27.95	REFUND-BUS LIC OVRPMT	27.95
Vendor Total		27.95		
FYTD for APPLIANCE DISCOUNTERS		27.95		
ARCHIVE MANAGEMENT SERVICE				
1/24/2011	881936	1,172.51	OFF SITE STORAGE-CITY CLERKS	1,172.51
Vendor Total		1,172.51		
FYTD for ARCHIVE MANAGEMENT SERVICE		9,853.37		



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ARROWHEAD WATER				
1/10/2011	205807	365.78		
			WATER PURIF RNTL-CITY HALL	125.01
			WATER PURIF RNTL-CITY YARD	25.00
			WATER PURIF RNTL-TRAILER	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
			WATER PURIF RNTL-EOC	25.00
1/24/2011	205948	0.00		
			WATER PURIF RNTL-SENIOR CENTER	25.00
			WATER PURIF RNTL-SPECIAL DIST.	25.00
			WATER PURIF RNTL-T/S ANNEX	25.00
			WATER PURIF RNTL-FAC. ANNEX	25.00
			WATER PURIF RNTL-C & R	25.00
			VOIDED CHECK#205948 ON1/25/11	-25.00
			VOIDED CHECK#205948 ON1/25/11	-25.00
			VOIDED CHECK#205948 ON1/25/11	-25.00
			VOIDED CHECK#205948 ON1/25/11	-25.00
			VOIDED CHECK#205948 ON1/25/11	-25.00
1/25/2011	206074	125.00		
			WATER PURIF RNTL-SENIOR CENTER	25.00
			WATER PURIF RNTL-SPECIAL DIST.	25.00
			WATER PURIF RNTL-T/S ANNEX	25.00
			WATER PURIF RNTL-FAC. ANNEX	25.00
			WATER PURIF RNTL-C & R	25.00
1/31/2011	206085	365.78		
			WATER PURIF RNTL-STARS BLDG	25.00
			WATER PURIF RNTL-CITY HALL	125.01
			WATER PURIF RNTL-CITY YARD	25.00
			WATER PURIF RNTL-TRFFC 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		856.56		
FYTD for ARROWHEAD WATER		4,187.06		



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AT&T MOBILITY				
1/18/2011	205847	91.87		
			CELL PHONE CHRGS-PD COMND CTR	91.87
1/31/2011	206086	91.98		
			CELL PHONE SVC-PD MBL CTR	91.98
	Vendor Total	183.85		
FYTD for AT&T MOBILITY		734.78		
AT&T/MCI				
1/18/2011	205848	183.36		
			COMMUNICATIONS SVCS-PD	183.36
	Vendor Total	183.36		
FYTD for AT&T/MCI		1,284.66		
AUDREY PATRICK REPORTING SERVICES				
1/31/2011	206087	1,065.00		
			LEGAL TRANSCRIPTION SVCS	1,065.00
	Vendor Total	1,065.00		
FYTD for AUDREY PATRICK REPORTING SERVICES		4,891.16		
AUTOMATED GATE SERVICES, INC				
1/10/2011	205808	41.34		
			REFUND-BUS LIC OVRPMT	41.34
	Vendor Total	41.34		
FYTD for AUTOMATED GATE SERVICES, INC		41.34		
AVILA, BRENDA				
1/24/2011	205949	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for AVILA, BRENDA		20.00		
AWAD, SAAD				
1/24/2011	205950	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	50.00		
FYTD for AWAD, SAAD		50.00		
AYARS, MARGARET E.				
1/3/2011	881813	956.19		
			OCT - DEC '10, PAID Jan '11	956.19
	Vendor Total	956.19		
FYTD for AYARS, MARGARET E.		2,231.11		



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BACHER, GRACE				
1/3/2011	205748	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for BACHER, GRACE		2,152.33		
BANFORD, SHERI				
1/31/2011	206088	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for BANFORD, SHERI		50.00		
BARNES, DARLENE				
1/3/2011	881814	114.50	DEC '10, PAID JAN '11	114.50
Vendor Total		114.50		
FYTD for BARNES, DARLENE		916.00		
BASHIR, MUHAMMAD				
1/18/2011	205849	200.00	REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		200.00		
FYTD for BASHIR, MUHAMMAD		200.00		
BAYER APPRAISALS				
1/24/2011	205951	250.00	APPRAISAL SVC-NSP	250.00
Vendor Total		250.00		
FYTD for BAYER APPRAISALS		1,500.00		



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BEMUS LANDSCAPE, INC.				
1/18/2011	881894	16,037.60		
			LANDSCAPE MAINT-ZONE E-4	19.00
			LANDSCAPE MAINT-ZONE E-4/E-4A	15,650.96
			LANDSCAPE MAINT-ZONE E-4/E-4A	367.64
1/24/2011	881937	13,255.58		
			LANDSCAPE MAINT-CORP. YARD	250.00
			LANDSCAPE MAINT-ANIMAL SHELTER	520.00
			LANDSCAPE MAINT-C & R	1,900.00
			LANDSCAPE MAINT-STAR'S BLDG	300.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-UTILITIES	480.00
			LANDSCAPE MAINT-ELECTRIC SUBST	630.00
			LANDSCAPE MAINT-PUBLIC LIBRARY	520.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-CFD #1	1,900.00
			LANDSCAPE MAINT-CFD #1	400.00
			LANDSCAPE MAINT-PARKS	735.00
			LANDSCAPE MAINT-PARKS	262.50
			LANDSCAPE MAINT-PARKS	525.00
			LANDSCAPE MAINT-PARKS	850.50
			LANDSCAPE MAINT-PARKS	1,785.00
			LANDSCAPE MAINT-PARKS	600.00
Vendor Total		29,293.18		
FYTD for BEMUS LANDSCAPE, INC.		334,630.49		
BENESYST, INC.				
1/24/2011	205952	1,020.22		
			FLEX ADMIN SVCS-HR	220.61
			FLEX ADMIN SVCS-HR	309.61
			COBRA ADMIN SVCS-HR	245.00
			COBRA ADMIN SVCS-HR	245.00
Vendor Total		1,020.22		
FYTD for BENESYST, INC.		4,479.68		
BIO-TOX LABORATORIES				
1/18/2011	205850	34.23		
			TOXICOLOGY TESTS	34.23
Vendor Total		34.23		
FYTD for BIO-TOX LABORATORIES		36,839.23		
BOBO II, FELIX				
1/18/2011	205851	77.00		
			MILEAGE REIMBURSEMENT	77.00
Vendor Total		77.00		
FYTD for BOBO II, FELIX		815.50		



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BORNSHEUER, BRENDA				
1/24/2011	205953	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BORNSHEUER, BRENDA		20.00		
BPC MEDIA WORKS, LLC				
1/31/2011	206089	1,530.00		
			ADVERTISING SVCS-EDD	1,530.00
Vendor Total		1,530.00		
FYTD for BPC MEDIA WORKS, LLC		1,530.00		
BPS TACTICAL, INC				
1/10/2011	205809	277.31		
			BALLISTIC VEST-PD	277.31
Vendor Total		277.31		
FYTD for BPS TACTICAL, INC		940.20		
BRANDON'S DINER, INC.				
1/3/2011	205749	750.00		
			REFUND-RNTL DEP 12/16	750.00
Vendor Total		750.00		
FYTD for BRANDON'S DINER, INC.		750.00		



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BRODART CO.				
1/24/2011	881938	2,766.75		
			MISC BOOKS-LIBRARY	24.37
			MISC BOOKS-LIBRARY	31.60
			MISC BOOKS-LIBRARY	21.36
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	64.13
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	109.69
			MISC BOOKS-LIBRARY	43.95
			MISC BOOKS-LIBRARY	43.95
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	43.95
			MISC BOOKS-LIBRARY	24.41
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	59.34
			MISC BOOKS-LIBRARY	59.14
			MISC BOOKS-LIBRARY	33.06
			MISC BOOKS-LIBRARY	313.88
			MISC BOOKS-LIBRARY	63.70
			MISC BOOKS-LIBRARY	27.40
			MISC BOOKS-LIBRARY	18.36
			MISC BOOKS-LIBRARY	245.71
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	295.27
			MISC BOOKS-LIBRARY	39.56
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	29.41
			MISC BOOKS-LIBRARY	43.14
			MISC BOOKS-LIBRARY	608.12
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	180.92
			MISC BOOKS-LIBRARY	43.23
1/31/2011	881974	43.17		
			MISC BOOKS-LIBRARY	43.17
Vendor Total		2,809.92		
FYTD for BRODART CO.		24,625.26		
BUCKINGHAM, STAN				
1/3/2011	205750	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		2,231.11		



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BUSH, DUNCAN				
1/31/2011	206090	3.01	REFUND-UT USER TAXES	3.01
Vendor Total		3.01		
FYTD for BUSH, DUNCAN		3.01		
BWI - BOOK WHOLESALERS, INC.				
1/24/2011	205955	72.12	MISC BOOKS-LIBRARY	72.12
1/31/2011	206091	658.38	MISC BOOKS-LIBRARY	658.38
Vendor Total		730.50		
FYTD for BWI - BOOK WHOLESALERS, INC.		14,612.53		
CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM				
1/31/2011	206092	400.00	VALUATION SVCS-EMPLYR CONT RAT	400.00
Vendor Total		400.00		
FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM		400.00		
CAIN, GREGORY				
1/3/2011	881815	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		2,231.11		
CALIFORNIA BUILDING STANDARDS COMMISSION				
1/18/2011	205852	487.80	SB 1473 FEES COLLECTED	487.80
Vendor Total		487.80		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION		1,333.80		
CALIFORNIA MOBILE HOMES SVCS, INC				
1/31/2011	206093	40.00	REFUND-BUS LIC OVRPMT	40.00
Vendor Total		40.00		
FYTD for CALIFORNIA MOBILE HOMES SVCS, INC		40.00		
CALIFORNIA TRANSCRIPTION, LLC				
1/31/2011	881975	85.29	TRANSCRIPTION SVCS	85.29
Vendor Total		85.29		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		379.50		



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CALPERS				
1/24/2011	205956	21,621.60	4TH LEVEL SURVIVOR BNFT	21,621.60
Vendor Total		21,621.60		
FYTD for CALPERS		1,585,621.60		
CANNON, ANA M.				
1/3/2011	881816	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		2,056.56		
CANON FINANCIAL SERVICES, INC.				
1/10/2011	205811	7,590.68	COPIERS-LEASE COPIERS-LEASE SALES TAX	7,059.29 531.39
Vendor Total		7,590.68		
FYTD for CANON FINANCIAL SERVICES, INC.		53,134.76		
CARTER, ROSALYN				
1/3/2011	881817	318.73	DEC '10, PAID JAN '11	318.73
Vendor Total		318.73		
FYTD for CARTER, ROSALYN		2,325.18		
CASCADE DRILLING, LP				
1/24/2011	205957	32.85	REFUND-BUS.LIC OVERPYMT	32.85
Vendor Total		32.85		
FYTD for CASCADE DRILLING, LP		32.85		
CASTRO, VERNITA				
1/18/2011	205853	200.00	REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		200.00		
FYTD for CASTRO, VERNITA		200.00		
CAVENAUGH & ASSOCIATES				
1/18/2011	881895	499.00	D.U.I. SEMINAR MAR 14-18, 2011	499.00
Vendor Total		499.00		
FYTD for CAVENAUGH & ASSOCIATES		499.00		



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CEMEX				
1/10/2011	205812	468.12	CEMENT PURCHASE	468.12
Vendor Total		468.12		
FYTD for CEMEX		5,006.90		
CENTRAL OCCUPATIONAL MEDICINE PROVIDERS				
1/31/2011	206094	210.00	PRE-EMPLOYMENT PHYSICALS	210.00
Vendor Total		210.00		
FYTD for CENTRAL OCCUPATIONAL MEDICINE PROVIDERS		7,684.00		
CENTURY 21/ LOIS LAUER, INC				
1/24/2011	205958	91.30	REFUND-BUS.LIC OVERPYMT	91.30
Vendor Total		91.30		
FYTD for CENTURY 21/ LOIS LAUER, INC		91.30		
CHANCY, CHIZURU				
1/31/2011	206095	140.40	INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
Vendor Total		140.40		
FYTD for CHANCY, CHIZURU		936.00		
CHANDLER ASSET MANAGEMENT, INC				
1/18/2011	881896	8,834.00	INVESTMENT MGMT.	8,834.00
Vendor Total		8,834.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		61,659.00		
CHAPMAN, STEVE				
1/3/2011	205751	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		2,231.11		
CHAPPELL, ISAAC				
1/3/2011	881818	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		2,231.11		



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CHERRY VALLEY FEED				
1/18/2011	205854	140.26	DOG FOOD & MISC.	140.26
Vendor Total		140.26		
FYTD for CHERRY VALLEY FEED		776.30		
CHICO, DANIEL				
1/18/2011	205855	590.00	PER DIEM-NARCOTIC INVESTIG TRN	590.00
Vendor Total		590.00		
FYTD for CHICO, DANIEL		885.00		
CHRISTIAN, OWEN				
1/3/2011	881819	229.88	RETIREE MED JAN '11	229.88
Vendor Total		229.88		
FYTD for CHRISTIAN, OWEN		1,397.06		



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CINTAS CORPORATION				
1/3/2011	205752	69.56		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-CFD#1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
1/10/2011	205813	212.33		
			UNIFORM RNTL SVC-EQUIP MAINT	48.62
			UNIFORM RNTL SVC-EQUIP MAINT	25.62
			UNIFORM RNTL SVC-TRFFC SGNL MA	20.79
			UNIFORM RNTL SVC-SIGNING STAFF	15.82
			UNIFORM RNTL SVC-GRAFFITI RMVL	9.18
			UNIFORM RNTL SVC-TREE MAINT CR	9.18
			UNIFORM RNTL SVC-ST SWEEPER OP	6.12
			UNIFORM RNTL SVC-DRAIN MAINT	3.06
			UNIFORM RNTL SVC-STREET MAINT	48.06
			UNIFORM RNTL SVC-CONC MAINT	9.18
			UNIFORM RNTL SVC-FAC MAINT	16.70
1/18/2011	205856	118.94		
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-TRAFFIC SIGNA	12.79
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-SIGNS/STRIP	15.82
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-CFD #1	13.74
			UNIFORM RNTL SVC-GOLF COURSE	5.63
1/24/2011	205959	269.96		
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-PARKS	50.19
			UNIFORM RNTL SVC-PARKS	50.19
			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-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-FAC.MAINT.	16.70
			UNIFORM RNTL SVC-GOLF STAFF	5.63
			UNIFORM RNTL SVC-GOLF STAFF	5.63
			UNIFORM RNTL SVC-TRAFFICSIGNAL	12.79
			UNIFORM RNTL SVC-SIGNS/STRIPS	15.82
			UNIFORM RNTL SVC-CFD #1 STAFF	13.74
1/31/2011	206096	114.87		
			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-FAC MAINT	16.70
			UNIFORM RNTL SVC-GOLF STAFF	5.63



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		785.66		
FYTD for CINTAS CORPORATION		6,737.78		
CIOTTI, MARTIN AND/OR FLORENCE				
1/24/2011	205960	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CIOTTI, MARTIN AND/OR FLORENCE		20.00		
CITY OF MORENO VALLEY VEBA TRUST				
1/18/2011	881897	4,125.00	EXEMPT VEBA	4,125.00
Vendor Total		4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		28,687.50		
CITY OF RIVERSIDE				
1/6/2011	205798	80.00	LCC GEN MEMBERSHIP MTG-1/10/11	40.00
			LCC GEN MEMBERSHIP MTG-1/10/11	40.00
1/24/2011	205961	80.00	ATTND-M DAWSON/R TEICHERT	40.00
			ATTND-M DAWSON/R TEICHERT	40.00
Vendor Total		160.00		
FYTD for CITY OF RIVERSIDE		3,083.37		
CLEAN AIR SMOG				
1/24/2011	205962	42.50	REFUND-BUS.LIC OVERPYMT	42.50
Vendor Total		42.50		
FYTD for CLEAN AIR SMOG		42.50		
CLOVER ENTERPRISES, INC				
1/3/2011	205753	42.90	REFUND-BUS LIC OVRPMT	42.90
Vendor Total		42.90		
FYTD for CLOVER ENTERPRISES, INC		42.90		
CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC				
1/18/2011	205857	50.00	ANNUAL MEMBERSHIP 1/1-12/31/11	50.00
Vendor Total		50.00		
FYTD for CMRTA - CA MUNICIPAL REVENUE & TAX ASSOC		50.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CNOA REGION IV				
1/31/2011	206097	280.00		
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
			2/10/11 ADV. UNDERCVR OPS TRNG	40.00
Vendor Total		280.00		
FYTD for CNOA REGION IV		280.00		
CNOA REGION V				
1/24/2011	205963	405.00		
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
			2/23/11 ADV GANG AWARENESS TRN	45.00
1/31/2011	206098	45.00		
			2/23/11 ADV GANG AWARENESS TRN	45.00
Vendor Total		450.00		
FYTD for CNOA REGION V		450.00		
CO, MARCELO				
1/24/2011	205964	106.23		
			REFUND-CANDIDATE STMNT	106.23
Vendor Total		106.23		
FYTD for CO, MARCELO		106.23		
COLONIAL SUPPLEMENTAL INSURANCE				
1/24/2011	205965	6,605.89		
			SUPPLEMENTAL INSURANCE	6,605.89
1/31/2011	206099	7,166.44		
			SUPPLEMENTAL INSURANCE	7,166.44
Vendor Total		13,772.33		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		56,444.03		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY HEALTH CHARITIES				
1/3/2011	205754	126.47	CHC CONTRIBUTIONS	126.47
1/18/2011	205858	186.31	CHC CONTRIBUTIONS	186.31
1/31/2011	206100	186.31	CHC CONTRIBUTIONS	186.31
Vendor Total		499.09		
FYTD for COMMUNITY HEALTH CHARITIES		2,443.20		
CONTINUING EDUCATION OF THE BAR				
1/18/2011	205859	117.72	LEGAL PUBLICATION SUBSCPTNS	117.72
Vendor Total		117.72		
FYTD for CONTINUING EDUCATION OF THE BAR		795.57		
CONTRERAS, ROBERT				
1/24/2011	205966	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CONTRERAS, ROBERT		20.00		
CORPIN, RUBY				
1/24/2011	205967	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for CORPIN, RUBY		75.00		
COSTCO				
1/3/2011	205755	2,326.44	MISC SUPPLIES-STARS	281.45
			MISC SUPPLIES-STARS	356.24
			MISC SUPPLIES-STARS	306.69
			MISC SUPPLIES-CHILDS PLACE	1,382.06
1/24/2011	205968	292.98	MISC SUPPLIES-STARS PROGRAM	138.60
			MISC SUPPLIES-STARS PROGRAM	30.06
			MISC SUPPLIES-ECON.DEV.	21.09
			MISC SUPPLIES-STARS PROGRAM	103.23
1/31/2011	206101	399.34	MISC SUPPLIES-SKATE PARK	193.42
			MISC SUPPLIES-STARS	205.92
Vendor Total		3,018.76		
FYTD for COSTCO		33,059.90		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNSELING TEAM, THE				
1/31/2011	206102	1,250.00	EMP COUNSELING SVCS	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		10,000.00		
COUNTY OF RIVERSIDE - RMAP				
1/10/2011	205814	42.70	RECORDATION REQUESTS-LAND DEV	42.70
Vendor Total		42.70		
FYTD for COUNTY OF RIVERSIDE - RMAP		297.45		
COUNTY OF RIVERSIDE AUDITOR				
1/18/2011	205860	18,232.67	PARKING CONTROL FEES-CODE	16,334.67
			PARKING CONTROL FEES-CODE	1,898.00
Vendor Total		18,232.67		
FYTD for COUNTY OF RIVERSIDE AUDITOR		175,501.03		
COVENTRY PET RESORT				
1/24/2011	881939	110.31	MISC K-9 FOOD-PD	101.43
			MISC K-9 FOOD-PD	8.88
Vendor Total		110.31		
FYTD for COVENTRY PET RESORT		659.50		
CREATIVE SOLUTIONS FOR KIDS & FAMILIES				
1/3/2011	205756	650.00	REFUND-RNTL DEP 12/19	650.00
Vendor Total		650.00		
FYTD for CREATIVE SOLUTIONS FOR KIDS & FAMILIES		650.00		
CRITICAL REACH				
1/24/2011	205969	265.00	2011 TRAK SUPPORT FEES	265.00
Vendor Total		265.00		
FYTD for CRITICAL REACH		265.00		
CROSS, GWENDOLYN				
1/24/2011	205970	110.13	REFUND-CANDIDATE STMNT	110.13
Vendor Total		110.13		
FYTD for CROSS, GWENDOLYN		110.13		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CROSSAN, RICK				
1/31/2011	206103	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for CROSSAN, RICK		75.00		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
1/31/2011	206104	578.00	HEALTH PERMIT RNWL-SNNYMD PARK	578.00
Vendor Total		578.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		11,905.36		
CURRIER SANCHEZ CHIROPRACTIC				
1/24/2011	205971	69.00	REFUND-BUS.LIC OVERPYMT	69.00
Vendor Total		69.00		
FYTD for CURRIER SANCHEZ CHIROPRACTIC		69.00		
DACOLIAS, RAYMOND				
1/18/2011	205861	266.00	INSTRUCTION SVCS-7 DAYS	266.00
Vendor Total		266.00		
FYTD for DACOLIAS, RAYMOND		684.00		
DALE, KATHLEEN				
1/3/2011	881820	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for DALE, KATHLEEN		2,212.27		
DATA TICKET, INC.				
1/10/2011	881877	690.00	CITATION PRCSSNG-BLDG/SFTY	69.50
			CITATION PRCSSNG-ANML SVCS	620.50
1/18/2011	881898	15,614.64	ADMIN CITATION PROCESSING	4,754.35
			CODE CITATION PROCESSING	10,860.29
1/24/2011	881940	1,183.30	CITATION PROCESSING-PARKING	105.00
			CITATION PROCESSING-PARKING	105.00
			CITATION PROCESSING-CODE	973.30
Vendor Total		17,487.94		
FYTD for DATA TICKET, INC.		143,504.29		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DATAQUICK CORPORATE HEADQUARTERS				
1/24/2011	205972	130.50	ONLINE SUBSCRIPTION-PD	130.50
Vendor Total		130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		913.50		
DAVID TRUNG DUC NGUYEN, MD				
1/31/2011	206105	75.00	REFUND-BUS LIC OVRPMT	75.00
Vendor Total		75.00		
FYTD for DAVID TRUNG DUC NGUYEN, MD		75.00		
DEFINITIVE FINANCIAL SOLUTIONS, LLC				
1/10/2011	205815	4,875.00	CONSULTING SERVICES	4,875.00
Vendor Total		4,875.00		
FYTD for DEFINITIVE FINANCIAL SOLUTIONS, LLC		4,875.00		
DEL REY APPRAISAL SRVCS				
1/24/2011	205973	250.00	APPRAISAL SVC-NSP	250.00
Vendor Total		250.00		
FYTD for DEL REY APPRAISAL SRVCS		1,750.00		
DELTA DENTAL				
1/24/2011	205974	11,518.03	EMPLOYEE DENTAL INSURANCE	11,518.03
Vendor Total		11,518.03		
FYTD for DELTA DENTAL		79,369.50		
DELTACARE USA				
1/24/2011	205975	6,166.01	EMPLOYEE DENTAL INSURANCE	6,166.01
Vendor Total		6,166.01		
FYTD for DELTACARE USA		44,167.60		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DENNIS GRUBB & ASSOCIATES, LLC				
1/10/2011	881878	455.00		
			PLAN REVIEW SVCS-FIRE PREV	455.00
1/18/2011	881899	5,430.00		
			PLAN REVIEW SERVICES	2,300.00
			PLAN REVIEW SERVICES	3,130.00
1/31/2011	881976	930.00		
			PLAN REVIEW SERVICES-FIRE PREV	930.00
Vendor Total		6,815.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		53,295.00		
DEPARTMENT OF CONSERVATION				
1/13/2011	205839	991.51		
			SMI FEES LESS 5% RETAINAGE	1,043.69
			SMI FEES LESS 5% RETAINAGE	-52.18
Vendor Total		991.51		
FYTD for DEPARTMENT OF CONSERVATION		2,409.37		
DESIGN WORKS				
1/18/2011	205862	58.50		
			YOUTH SPORTS UNIFORMS	58.50
Vendor Total		58.50		
FYTD for DESIGN WORKS		9,450.60		
DLS LANDSCAPE, INC				
1/24/2011	205976	12,390.00		
			LANDSCAPE MAINT-CFD #1	2,160.00
			LANDSCAPE MAINT-ZONE A	10,230.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		86,730.00		
DORY, ALLEEN F.				
1/3/2011	205757	229.88		
			RETIREE MED JAN '11	229.88
Vendor Total		229.88		
FYTD for DORY, ALLEEN F.		1,397.06		
DUNN, LAURA ISABEL GARCIA				
1/18/2011	881900	152.00		
			INSTRUCTIONAL SERVICES	152.00
Vendor Total		152.00		
FYTD for DUNN, LAURA ISABEL GARCIA		380.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.G. BRENNAN & CO, LLC				
1/10/2011	881879	203.91		
			FOLDING MACHINE PART-FASD	187.50
			FOLDING MACHINE PART-TAX	16.41
Vendor Total		203.91		
FYTD for E.G. BRENNAN & CO, LLC		203.91		
E.R. BLOCK PLUMBING & HEATING, INC.				
1/18/2011	205863	140.00		
			BACKFLOW TESTING IN ZONE D	140.00
1/31/2011	206106	180.00		
			BACKFLOW TESTING-E3	80.00
			BACKFLOW TESTING-ZONE M	100.00
Vendor Total		320.00		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		13,897.06		
E5, INC.				
1/31/2011	206107	4,655.00		
			AB32 VERIFICATION SVCS-UTILITY	4,655.00
Vendor Total		4,655.00		
FYTD for E5, INC.		4,655.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
1/3/2011	205758	5,436.35		
			WATER CHARGES	207.74
			WATER CHARGES	1,565.50
			WATER CHARGES	556.49
			WATER CHARGES	41.27
			WATER CHARGES	2,413.99
			WATER CHARGES	275.56
			WATER CHARGES	112.33
			WATER CHARGES	137.47
			WATER CHARGES	63.00
			WATER CHARGES	63.00
1/10/2011	205816	9,216.64		
			WATER CHARGES	82.19
			WATER CHARGES	89.66
			WATER CHARGES	90.63
			WATER CHARGES	125.73
			WATER CHARGES	336.24
			WATER CHARGES	2,641.63
			WATER CHARGES	61.29
			WATER CHARGES	2,275.89
			WATER CHARGES	140.58
			WATER CHARGES	904.26
			WATER CHARGES	1,716.30
			WATER CHARGES	23.16
			WATER CHARGES	195.00
			WATER CHARGES	104.93
			WATER CHARGES	347.46
			WATER CHARGES	81.69
1/18/2011	205864	15,196.99		
			WATER CHARGES	807.88
			WATER CHARGES	194.25
			WATER CHARGES	699.83
			WATER CHARGES	735.43
			WATER CHARGES	36.00
			WATER CHARGES	600.12
			WATER CHARGES	1,037.62
			WATER CHARGES	90.61
			WATER CHARGES	2,911.27
			WATER CHARGES	291.12
			WATER CHARGES	1,365.36
			WATER CHARGES	406.29
			WATER CHARGES	964.12
			WATER CHARGES	1,311.40
			WATER CHARGES	870.38
			WATER CHARGES	708.34
			WATER CHARGES	30.92
			WATER CHARGES	538.98
			WATER CHARGES	424.93
			WATER CHARGES	268.17
			WATER CHARGES	106.19
			WATER CHARGES	202.60
			WATER CHARGES	123.32
			WATER CHARGES	4.03



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHARGES	356.23
			WATER CHARGES	111.60
1/24/2011	205977	6,438.78		
			WATER CHARGES	115.44
			WATER CHARGES	963.58
			WATER CHARGES	560.84
			WATER CHARGES	142.33
			WATER CHARGES	534.12
			WATER CHARGES	2,163.24
			WATER CHARGES	72.02
			WATER CHARGES	56.54
			WATER CHARGES	257.86
			WATER CHARGES	149.51
			WATER CHARGES	233.82
			WATER CHARGES	170.92
			WATER CHARGES	296.47
			WATER CHARGES	625.89
			WATER CHARGES	96.20
1/31/2011	206108	7,201.44		
			WATER CHARGES	269.28
			WATER CHARGES	111.87
			WATER CHARGES	253.18
			WATER CHARGES	53.43
			WATER CHARGES	161.75
			WATER CHARGES	218.23
			WATER CHARGES	1,098.92
			WATER CHARGES	227.43
			WATER CHARGES	89.91
			WATER CHARGES	2,402.13
			WATER CHARGES	636.83
			WATER CHARGES	986.29
			WATER CHARGES	15.56
			WATER CHARGES	90.23
			WATER CHARGES	20.97
			WATER CHARGES	229.05
			WATER CHARGES	42.64
			WATER CHARGES	149.74
			WATER CHARGES	72.00
			WATER CHARGES	72.00

Vendor Total 43,490.20

FYTD for EASTERN MUNICIPAL WATER DISTRICT	1,020,288.47
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EDGELANE MOBILE PARK

1/24/2011	881941	12.47		
			REFUND UTILITY USER TAXES	12.47

Vendor Total 12.47

FYTD for EDGELANE MOBILE PARK	75.00
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EGGERSTEN, ANNE				
1/3/2011	205759	325.66	RETIREE MED JAN '11	325.66
Vendor Total		325.66		
FYTD for EGGERSTEN, ANNE		2,159.26		
EL RANCHO MEXICAN RESTAURANT				
1/31/2011	206109	71.00	REFUND-BUS LIC OVRPMT	71.00
Vendor Total		71.00		
FYTD for EL RANCHO MEXICAN RESTAURANT		71.00		
EMPIRE ECONOMICS, INC.				
1/24/2011	205978	18,250.00	MARKET ABSORPTION STUDY-CFD 4	18,250.00
Vendor Total		18,250.00		
FYTD for EMPIRE ECONOMICS, INC.		18,250.00		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
1/4/2011	2781	500.00	DEP STATE INC TAX W/H 1/4/11	500.00
Vendor Total		500.00		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		656,332.61		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
1/18/2011	881901	18,085.92	WORK AUTHORIZATION 40-203 EPC	5,750.00
			HIGHLAND FAIRVIEW - PM 35629	5,680.22
			WORK AUTHORIZATION # 40-239B	6,655.70
1/31/2011	881977	19,744.18	12KV NEW REDLAND CKT WORK	7,444.99
			PROF SVCS-WASTE MGT FACILITY	5,019.90
			PROF SVCS-HIGHLAND FAIRVIEW	892.65
			PROF SVCS-HIGHLAND FAIRVIEW	6,337.85
			PROF SVCS-DIST SUBSTATION PLAN	48.79
Vendor Total		37,830.10		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,372,719.94		
ESCROW ONE - MORENO VALLEY				
1/24/2011	205979	20.02	REFUND-BUS.LIC OVERPYMT	20.02
Vendor Total		20.02		
FYTD for ESCROW ONE - MORENO VALLEY		20.02		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ESPINOZA, JOE A				
1/18/2011	205865	228.00	INSTRUCTIONAL SERVICES	228.00
Vendor Total		228.00		
FYTD for ESPINOZA, JOE A		1,216.00		
EVANS ENGRAVING & AWARDS				
1/18/2011	881902	13.05	2" X 9" WOODGRAIN NAME PLATE	13.05
1/24/2011	881943	21.75	ENGRAVING SVCS-PARKS	21.75
Vendor Total		34.80		
FYTD for EVANS ENGRAVING & AWARDS		701.36		
EXCEL LANDSCAPE, INC				
1/18/2011	205866	9,328.43	LANDSCAPE MAINTENANCE	1,070.36
			LANDSCAPE MAINTENANCE	1,501.98
			LANDSCAPE MAINTENANCE	2,777.17
			LANDSCAPE MAINTENANCE	3,978.92
1/24/2011	205980	3,461.07	LANDSCAPE MAINT-E14	3,461.07
1/31/2011	206110	5,632.34	LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E8	3,060.00
Vendor Total		18,421.84		
FYTD for EXCEL LANDSCAPE, INC		98,540.15		
FAMILY FISH MARKET				
1/24/2011	205981	74.07	REFUND-BUS.LIC OVERPYMT	74.07
Vendor Total		74.07		
FYTD for FAMILY FISH MARKET		74.07		
FEEKEN, KARL				
1/24/2011	205982	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for FEEKEN, KARL		20.00		
FEENSTRA, JOHN				
1/3/2011	881821	361.25	RETIREE MED JAN '11	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		2,528.75		



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FENCING BY ACREY, INC				
1/24/2011	205983	31.50		
			REFUND-BUS.LIC OVERPYMT	31.50
Vendor Total		31.50		
FYTD for FENCING BY ACREY, INC		31.50		
FIBER CARE BATHS, INC				
1/24/2011	205984	30.34		
			REFUND-BUS.LIC OVERPYMT	30.34
Vendor Total		30.34		
FYTD for FIBER CARE BATHS, INC		30.34		
FINESSE PERSONNEL ASSOCIATES				
1/31/2011	881978	7,188.75		
			TEMP SVCS-A FEAL W/E 12/4-11	1,471.24
			TEMP SVCS-A FEAL W/E 12/4-11	958.76
			TEMP SVCS-A FEAL W/E 12/18	1,181.25
			TEMP SVCS-A FEAL W/E 12/25	1,215.00
			TEMP SVCS-A FEAL W/E 1/08	1,147.50
			TEMP SVCS-A FEAL W/E 1/15	1,215.00
Vendor Total		7,188.75		
FYTD for FINESSE PERSONNEL ASSOCIATES		39,073.54		
FIRST CHOICE SERVICES				
1/24/2011	881944	503.31		
			COFFEE SVCS-EMP PAID	28.38
			COFFEE SVCS-EMP PAID	66.72
			COFFEE SVCS-EMP PAID	140.06
			COFFEE SVCS-EMP PAID	48.38
			COFFEE SVCS-EMP PAID	115.02
			COFFEE SVCS-EMP PAID	81.98
			COFFEE SVCS-EMP PAID	22.77
Vendor Total		503.31		
FYTD for FIRST CHOICE SERVICES		4,418.08		
FITNESS 19 CA 155 11C				
1/31/2011	206111	269.00		
			GYM MEMBERSHIP DEDUCTIONS	269.00
Vendor Total		269.00		
FYTD for FITNESS 19 CA 155 11C		1,799.00		
FLICKINGER, BONNIE				
1/24/2011	205985	109.53		
			REFUND-CANDIDATE STMNT	109.53
Vendor Total		109.53		
FYTD for FLICKINGER, BONNIE		330.83		



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FLORES, YVETTE				
1/24/2011	205986	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for FLORES, YVETTE		75.00		
FOLEY & LARDNER				
1/18/2011	205867	1,844.40	LEGAL SERVICES	1,473.60
			LEGAL SERVICES	370.80
Vendor Total		1,844.40		
FYTD for FOLEY & LARDNER		8,951.15		
FOSTER, NANCY A.				
1/3/2011	881822	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for FOSTER, NANCY A.		2,212.27		
FRANKLIN, L. C.				
1/31/2011	206112	136.50	MILEAGE REIMBURSEMENT	136.50
Vendor Total		136.50		
FYTD for FRANKLIN, L. C.		879.00		
FRAZEE INDUSTRIES, INC				
1/10/2011	205817	4,317.60	TRAFFIC PAINT	4,317.60
Vendor Total		4,317.60		
FYTD for FRAZEE INDUSTRIES, INC		111,317.60		
FROST, JOAN CHENG				
1/18/2011	205868	152.00	INSTRUCTIONAL SERVICES	152.00
Vendor Total		152.00		
FYTD for FROST, JOAN CHENG		912.00		
FUEL AND FLAME MINISTRY				
1/31/2011	206113	750.00	REFUND-RNTL DEP 12/26	750.00
Vendor Total		750.00		
FYTD for FUEL AND FLAME MINISTRY		750.00		



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FULL THROTTLE MUFFLER				
1/24/2011	205987	20.69		
			REFUND-BUS.LIC OVERPYMT	20.69
Vendor Total		20.69		
FYTD for FULL THROTTLE MUFFLER		20.69		
G/M BUSINESS INTERIORS, INC.				
1/18/2011	205869	4,718.61		
			MOVING OF OFFICE STATIONS	4,718.61
1/31/2011	206114	732.92		
			KEYBOARD TRAYS FOR NEW EOC	732.92
Vendor Total		5,451.53		
FYTD for G/M BUSINESS INTERIORS, INC.		6,210.02		
GAINES, MICHAEL				
1/10/2011	205818	19.00		
			REFUND-VALLEY KIDS CAMP	19.00
Vendor Total		19.00		
FYTD for GAINES, MICHAEL		19.00		
GALLS INC., INLAND UNIFORM				
1/24/2011	205988	137.96		
			UNIFORM-PD	65.69
			UNIFORM-PD	72.27
1/31/2011	206115	142.10		
			UNIFORM-PD	142.10
Vendor Total		280.06		
FYTD for GALLS INC., INLAND UNIFORM		4,145.17		
GARCIA, CYNTHIA				
1/10/2011	205819	64.00		
			REFUND-SHELTER FEE	64.00
Vendor Total		64.00		
FYTD for GARCIA, CYNTHIA		64.00		
GARCIA, EDER				
1/24/2011	205989	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GARCIA, EDER		20.00		



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GASTON, RICHARD				
1/3/2011	881823	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for GASTON, RICHARD		2,231.11		
GENERAL SECURITY SERVICES, INC.				
1/10/2011	881880	429.52	SECURITY SVCS-SENIOR CTR	214.76
			SECURITY SVCS-CONF & REC CTR	214.76
1/18/2011	881903	460.20	SECURITY SVCS-SENIOR CTR	92.04
			SECURITY SVCS 12/12-SENIOR CTR	61.36
			SECURITY SVCS-CONF & REC CTR	306.80
1/24/2011	881945	490.88	SECURITY SVCS-UTILITY	61.36
			SECURITY SVCS-CONF & REC CTR	92.04
			SECURITY SVCS-TOWNGATE	122.72
			SECURITY SVCS-TOWNGATE	138.06
			SECURITY SVCS-TOWNGATE	76.70
1/31/2011	881979	6,201.22	SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CITY HALL	92.04
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	456.37
			SECURITY SVCS-CITY HALL	92.04
			SECURITY SVCS-LIBRARY	613.61
			SECURITY SVCS-LIBRARY	613.61
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	490.88
			SECURITY SVCS-CITY HALL	306.80
			SECURITY SVCS-LIBRARY	490.88
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	291.46
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-UTILITY	214.76
			SECURITY SVCS-CONF & REC CTR	260.78
			SECURITY SVCS-CONF & REC CTR	76.70
			SECURITY SVCS-CONF & REC CTR	122.72
			SECURITY SVCS-SENIOR CTR	61.36
			SECURITY SVCS-TOWNGATE	237.77
Vendor Total		7,581.82		
FYTD for GENERAL SECURITY SERVICES, INC.		30,455.68		



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GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
1/3/2011	881824	1,423.77		
			LEGAL SVCS	1,423.77
1/18/2011	881904	19,023.70		
			LEGAL SVCS	534.59
			LEGAL SVCS	18,489.11
Vendor Total		20,447.47		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		102,766.53		
GLOBAL SOFTWARE, INC				
1/18/2011	881905	10,000.00		
			SPREADSHEET SERVER	2,500.00
			SPREADSHEET SERVER	7,500.00
1/24/2011	881946	2,500.00		
			SPREADSHEET SERVER-PW ST MAINT	2,500.00
Vendor Total		12,500.00		
FYTD for GLOBAL SOFTWARE, INC		19,820.00		
GONG ENTERPRISES, INC.				
1/3/2011	205760	456.00		
			PLAN CHECK SVCS-PM36262	456.00
Vendor Total		456.00		
FYTD for GONG ENTERPRISES, INC.		22,597.40		
GONZALES, DOMILENA R.				
1/3/2011	881825	440.52		
			NOV-DEC '10, PAID JAN '11	440.52
Vendor Total		440.52		
FYTD for GONZALES, DOMILENA R.		1,762.08		
GONZALES, LORENZ R.				
1/18/2011	205870	119.50		
			MILEAGE REIMBURSEMENT	82.00
			MILEAGE REIMBURSEMENT	16.50
			MILEAGE REIMBURSEMENT	21.00
Vendor Total		119.50		
FYTD for GONZALES, LORENZ R.		177.00		
GONZALEZ, SYLVIA				
1/31/2011	206116	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GONZALEZ, SYLVIA		20.00		



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GORM INC.				
1/18/2011	205871	3,350.30	JANITORIAL SUPPLIES-PARKS	2,401.00
			JANITORIAL SUPPLIES-CFD#1	949.30
1/24/2011	205990	880.77	JANITORIAL SUPPLIES	880.77
Vendor Total		4,231.07		
FYTD for GORM INC.		6,452.31		
GOSCH TOWING & RECOVERY				
1/31/2011	206117	800.00	TOWING SVCS-PD	800.00
Vendor Total		800.00		
FYTD for GOSCH TOWING & RECOVERY		800.00		
GOYA FOODS OF CALIFORNIA				
1/24/2011	205991	49.74	REFUND-BUS.LIC OVERPYMT	49.74
Vendor Total		49.74		
FYTD for GOYA FOODS OF CALIFORNIA		49.74		
GOZDECKI, DAN				
1/10/2011	881881	432.00	INSTRUCTOR SVCS-KUNG FU	216.00
			INSTRUCTOR SVCS-KUNG FU	216.00
1/31/2011	881980	594.00	INSTRUCTOR SVCS-KUNG FU	243.00
			INSTRUCTOR SVCS-KUNG FU	351.00
Vendor Total		1,026.00		
FYTD for GOZDECKI, DAN		5,184.00		
GRAFFITI TRACKER, INC.				
1/18/2011	881906	9,000.00	GRAFFITI ANALYSIS/SERVICES	9,000.00
Vendor Total		9,000.00		
FYTD for GRAFFITI TRACKER, INC.		31,815.00		
GRANICUS, INC.				
1/24/2011	205992	2,000.00	VIDEO STREAMING SVCS	1,000.00
			VIDEO STREAMING SVCS	1,000.00
Vendor Total		2,000.00		
FYTD for GRANICUS, INC.		7,000.00		



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GREENSTONE MATERIALS				
1/10/2011	205820	748.00		
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	50.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	42.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	42.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	42.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
			EMERY MATERIAL	52.00
Vendor Total		748.00		
FYTD for GREENSTONE MATERIALS		748.00		
GREINES, MARTIN, STEIN & RICHLAND, LLP				
1/31/2011	881981	940.68		
			LEGAL SERVICES	940.68
Vendor Total		940.68		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP		14,556.14		
GRIFFIN, MARLENE C				
1/3/2011	881826	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for GRIFFIN, MARLENE C		2,152.33		
GROUP DELTA CONSULTANTS, INC				
1/18/2011	881907	2,143.50		
			DAY ST IMPRVMNTS PROJ SVCS	2,143.50
1/24/2011	206072	1,325.00		
			ALESSANDRO/INDIAN SIDEWLK PROJ	1,325.00
Vendor Total		3,468.50		
FYTD for GROUP DELTA CONSULTANTS, INC		12,105.50		
GUILLAN, REBECCA S.				
1/3/2011	881827	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for GUILLAN, REBECCA S.		2,064.10		



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GUILLIS, LINDA B.				
1/3/2011	205761	0.00		
			RETIREE MED JAN '11	318.73
			VOIDED CHECK #205761 ON1/31/11	-318.73
Vendor Total		0.00		
FYTD for GUILLIS, LINDA B.		1,912.38		
GUTIERREZ, ROBERT				
1/3/2011	881828	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		2,231.11		
GUZMAN'S CART SERVICE				
1/10/2011	881882	4,049.00		
			CART RTRVL SVCS-CODE	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		28,343.00		
H P COMMUNICATIONS, INC				
1/24/2011	205993	25.00		
			REFUND-BUS.LIC OVERPYMT	25.00
Vendor Total		25.00		
FYTD for H P COMMUNICATIONS, INC		25.00		
HAISTY, XIU HUA				
1/31/2011	881982	30.00		
			INSTRUCTOR SVCS-TAI CHI	30.00
Vendor Total		30.00		
FYTD for HAISTY, XIU HUA		240.00		
HAMLIN, WILLIAM R.				
1/3/2011	881829	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HAMLIN, WILLIAM R.		2,212.27		
HAND, FRED				
1/3/2011	205762	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HAND, FRED		75.00		



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HANES, MARTIN D.				
1/3/2011	881830	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		2,231.11		
HARDING, JOHN S.				
1/3/2011	205763	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		2,231.11		
HARRIS & ASSOCIATES, INC				
1/24/2011	205994	67.13	REFUND-BUS.LIC OVERPYMT	67.13
Vendor Total		67.13		
FYTD for HARRIS & ASSOCIATES, INC		67.13		
HARTMANN, RICK				
1/3/2011	205764	318.73	RETIREE MED JAN '11	318.73
1/10/2011	205821	3,709.12	CONSULTING SVCS-RTS PRGM CONSULTING SVCS-RTS PRGM	18.79 3,690.33
Vendor Total		4,027.85		
FYTD for HARTMANN, RICK		20,921.44		
HATFIELD, CHARLES				
1/3/2011	881831	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		2,231.11		
HAUSER, ADRIANA				
1/18/2011	205872	494.00	INSTRUCTION SVCS-13 DAYS	494.00
Vendor Total		494.00		
FYTD for HAUSER, ADRIANA		2,546.00		
HEFFLEY, ROSS W.				
1/3/2011	881832	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		2,231.11		



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HENDERSON, GINA				
1/18/2011	205873	110.00	TUITION REIMBURSEMENT	110.00
Vendor Total		110.00		
FYTD for HENDERSON, GINA		110.00		
HERNANDEZ, ART & DOLORES				
1/24/2011	205995	180.00	REFUND-BUS.LIC OVERPYMT	180.00
Vendor Total		180.00		
FYTD for HERNANDEZ, ART & DOLORES		180.00		
HERRICK, ROBERT D.				
1/3/2011	205765	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		2,231.11		
HEYMING & JOHNSON, INC				
1/24/2011	205996	22.63	REFUND-BUS.LIC OVERPYMT	22.63
Vendor Total		22.63		
FYTD for HEYMING & JOHNSON, INC		22.63		
HIGGS, DEBRA				
1/24/2011	205997	108.00	INSTRUCTOR SVCS-OIL PAINTING	72.00
			INSTRUCTOR SVCS-OIL PAINTING	36.00
Vendor Total		108.00		
FYTD for HIGGS, DEBRA		468.00		
HINKELS & MCCOY				
1/3/2011	205766	60.42	REFUND-BUS LIC OVRPMT	60.42
Vendor Total		60.42		
FYTD for HINKELS & MCCOY		60.42		
HO, KEVIN CHINH				
1/18/2011	205874	114.00	INSTRUCTION SVCS-3 DAYS	114.00
Vendor Total		114.00		
FYTD for HO, KEVIN CHINH		304.00		



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HOGARD, JOHN T.				
1/10/2011	881883	116.50	MILEAGE REIMBURSEMENT	116.50
Vendor Total		116.50		
FYTD for HOGARD, JOHN T.		1,083.50		
HORN, ALVIN				
1/24/2011	205998	186.56	REFUND-CANDIDATE STMNT	186.56
Vendor Total		186.56		
FYTD for HORN, ALVIN		186.56		
HOUSE OF BEAUTY				
1/31/2011	206119	147.15	REFUND-BUS LIC OVRPMT	35.50
			REFUND-BUS LIC OVRPMT	61.00
			REFUND-BUS LIC OVRPMT	50.65
Vendor Total		147.15		
FYTD for HOUSE OF BEAUTY		147.15		
HOUSER, EDITH E.				
1/3/2011	205767	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		2,231.11		
HYDRO-SCAPE PRODUCTS, INC				
1/24/2011	206000	61.88	REFUND-BUS.LIC OVERPYMT	61.88
Vendor Total		61.88		
FYTD for HYDRO-SCAPE PRODUCTS, INC		61.88		
ICC FOOTHILL CHAPTER				
1/31/2011	206120	150.00	1/25/11 CA RESID. CODE SEMINAR	75.00
			1/25/11 CA RESID. CODE SEMINAR	75.00
Vendor Total		150.00		
FYTD for ICC FOOTHILL CHAPTER		150.00		
ICMA RETIREMENT CORP 457				
1/14/2011	2786	12,798.58	DEF COMP-457 1/14/11	12,798.58
1/28/2011	2794	16,923.58	DEF COMP-457 1/28/11	16,923.58
Vendor Total		29,722.16		
FYTD for ICMA RETIREMENT CORP 457		142,541.75		



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IL SORRENTO MOBILE HOME PARK				
1/3/2011	205768	51.00	REFUND-BUS LIC OVRPMT	51.00
Vendor Total		51.00		
FYTD for IL SORRENTO MOBILE HOME PARK		51.00		
ILGIA				
1/24/2011	206001	100.00	2011 I.E. GANG WRKSHOP 5/19-20	100.00
Vendor Total		100.00		
FYTD for ILGIA		100.00		
ING USA ANNUITY & LIFE INSURANCE CO.				
1/18/2011	205875	475.00	NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		3,325.00		
INLAND CONTRACTORS, INC.				
1/24/2011	881948	2,851.47	ABATEMENT SVCS-24326 VIA VARGA	2,851.47
Vendor Total		2,851.47		
FYTD for INLAND CONTRACTORS, INC.		20,211.63		
INLAND EMPIRE PROPERTY SERVICE, INC				
1/3/2011	881833	310.00	WEED ABATEMENT SVC-CFD #1	310.00
Vendor Total		310.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		53,446.12		
INSIDE PLANTS, INC.				
1/18/2011	881910	316.00	PLANT MAINT-CRC	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		2,212.00		
INTERNAL REVENUE SERVICE				
1/4/2011	2780	2,000.00	DEP FED TAX W/H 1/4/11	2,000.00
Vendor Total		2,000.00		
FYTD for INTERNAL REVENUE SERVICE		2,068,510.25		



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IRIS COMPANY				
1/18/2011	205876	269.20		
			REFUND-CLOSED-CHG.ZONE	51.85
			REFUND-CLOSED-GEN.PLAN AMEND.	217.35
Vendor Total		269.20		
FYTD for IRIS COMPANY		269.20		
J D H CONTRACTING				
1/24/2011	206003	72.61		
			REFUND-BUS.LIC OVERPYMT	72.61
Vendor Total		72.61		
FYTD for J D H CONTRACTING		72.61		
JACINTO, ALEJANDRA				
1/31/2011	206121	45.00		
			REFUND-LOST BOOK FEE	45.00
Vendor Total		45.00		
FYTD for JACINTO, ALEJANDRA		45.00		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
1/18/2011	205877	75.00		
			COURIER SERVICES	75.00
1/31/2011	206122	35.00		
			COURIER DELIVERY SVCS	35.00
Vendor Total		110.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		1,133.65		
JASON'S DELI				
1/24/2011	206002	768.53		
			REFUND-BUS.LIC OVERPYMT	768.53
Vendor Total		768.53		
FYTD for JASON'S DELI		768.53		
JDEDGE SOFTWARE, LLC				
1/18/2011	881911	3,175.00		
			CONSULTANT SERVICES	3,175.00
1/24/2011	881949	2,465.00		
			CONSULTING SERVICES	2,465.00
Vendor Total		5,640.00		
FYTD for JDEDGE SOFTWARE, LLC		17,827.50		



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JEFF CARPENTER, INC				
1/24/2011	206004	50.00	REFUND-BUS.LIC OVERPYMT	50.00
Vendor Total		50.00		
FYTD for JEFF CARPENTER, INC		50.00		
JOE A. GONSALVES & SON				
1/3/2011	881834	6,300.00	REPRESENTATION SVCS	3,150.00
			REPRESENTATION SVCS	3,150.00
Vendor Total		6,300.00		
FYTD for JOE A. GONSALVES & SON		22,050.00		
JONES, SANDRA				
1/24/2011	206005	45.00	REFUND-CLASS REGIST	45.00
Vendor Total		45.00		
FYTD for JONES, SANDRA		45.00		
JONES, SUSAN				
1/3/2011	881835	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		2,231.11		
JTB SUPPLY CO., INC.				
1/10/2011	205822	178.36	TRAFFIC SIGNAL MAINT.SUPPLIES	54.38
			TRAFFIC SIGNAL MAINT.SUPPLIES	123.98
1/18/2011	205878	1,658.44	TRAFFIC SIGNAL MAINT.SUPPLIES	1,658.44
Vendor Total		1,836.80		
FYTD for JTB SUPPLY CO., INC.		8,655.43		
K A R CONSTRUCTION				
1/3/2011	205769	42.00	REFUND-BUS LIC OVRPMT	42.00
Vendor Total		42.00		
FYTD for K A R CONSTRUCTION		42.00		
K D'S DONUTS				
1/31/2011	206123	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for K D'S DONUTS		25.00		



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KAN, ALICE				
1/24/2011	206006	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for KAN, ALICE		20.00		
KING, PATRICIA A.				
1/3/2011	205770	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for KING, PATRICIA A.		2,231.11		
KOA CORPORATION				
1/10/2011	205823	6,345.87	RECHE VISTA DR REALIGNMNT PROJ	6,345.87
Vendor Total		6,345.87		
FYTD for KOA CORPORATION		71,909.89		
KOLB, CHARLES E.				
1/3/2011	881836	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		2,231.11		
KOLLAR, KYLE				
1/3/2011	881837	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		2,231.11		
KYLE, GARY M.				
1/3/2011	881838	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		2,231.11		
LAFATA, JOSEPHINE				
1/3/2011	881839	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for LAFATA, JOSEPHINE		2,212.27		



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LANCE, SOLL & LUNGHARD, LLP				
1/24/2011	206007	50.00		
			GASB UPDATE 2/2/11	25.00
			GASB UPDATE 2/2/11	25.00
Vendor Total		50.00		
FYTD for LANCE, SOLL & LUNGHARD, LLP		50.00		
LANE GUIDE LENDORS ON LINE, INC.				
1/24/2011	206008	109.00		
			ONLINE SUBSCRIPTION SVC-CODE	109.00
Vendor Total		109.00		
FYTD for LANE GUIDE LENDORS ON LINE, INC.		109.00		
LANG, TRACEY				
1/18/2011	205879	114.00		
			INSTRUCTION SVCS-3 DAYS	114.00
Vendor Total		114.00		
FYTD for LANG, TRACEY		304.00		
LARA, JOSEPH R.				
1/18/2011	205880	41.50		
			MILEAGE-ELECTR SAFETY SEMINAR	41.50
Vendor Total		41.50		
FYTD for LARA, JOSEPH R.		41.50		
LAVEY, JEFFREY				
1/24/2011	206009	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for LAVEY, JEFFREY		20.00		
LAWYERS TITLE INC				
1/27/2011	110108	11,301.00		
			ACQ & ESCROW-APN 488-090-007	1,301.00
			ACQ & ESCROW-APN 488-090-007	10,000.00
1/27/2011	110109	7,601.00		
			ACQ & ESCROW-APN 488-090-008	1,701.00
			ACQ & ESCROW-APN 488-090-008	5,900.00
Vendor Total		18,902.00		
FYTD for LAWYERS TITLE INC		129,256.50		



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LAZARUS, MARGERY A.				
1/3/2011	205771	115.50		
			MILEAGE REIMBURSEMENT	74.00
			MILEAGE REIMBURSEMENT	41.50
Vendor Total		115.50		
FYTD for LAZARUS, MARGERY A.		115.50		
LEE, DAVID				
1/24/2011	206010	100.00		
			REFUND-ADMIN CITATION	100.00
Vendor Total		100.00		
FYTD for LEE, DAVID		100.00		
LEE, RENITA				
1/10/2011	205824	47.00		
			REFUND-TAE KWON DO CLASS	47.00
Vendor Total		47.00		
FYTD for LEE, RENITA		47.00		
LEISURE ENTERPRISES				
1/31/2011	206124	25.00		
			REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for LEISURE ENTERPRISES		9,816.25		
LEONE, STEVEN				
1/18/2011	205881	590.00		
			PER DIEM-NARCOTIC INVESTIG TRN	590.00
Vendor Total		590.00		
FYTD for LEONE, STEVEN		590.00		
LEWIS, CAROLYN S.				
1/3/2011	881840	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for LEWIS, CAROLYN S.		2,212.27		
LEXISNEXIS				
1/24/2011	881950	1,480.00		
			ONLINE LEGAL SVCS-CITY ATTRNY	740.00
			ONLINE LEGAL SVCS-CITY CLERKS	370.00
			ONLINE LEGAL SVCS-CDD	370.00
Vendor Total		1,480.00		
FYTD for LEXISNEXIS		11,840.00		



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LOGAN, CHARLES				
1/3/2011	881841	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for LOGAN, CHARLES		2,231.11		
LOR GEOTECHNICAL GROUP, INC.				
1/31/2011	881984	1,760.00	KITCHING ST IMPRVMT PROJ	1,760.00
Vendor Total		1,760.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		45,239.00		
LOVE, MARISSA				
1/3/2011	205772	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for LOVE, MARISSA		50.00		
LOZANO, MONICA				
1/24/2011	206011	28.00	REFUND-CLASS REGIST	28.00
Vendor Total		28.00		
FYTD for LOZANO, MONICA		28.00		
LUMLEY, ROBERT C.				
1/3/2011	881842	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		2,231.11		
M V P R V, INC				
1/24/2011	206012	75.00	REFUND-BUS.LIC OVERPYMT	75.00
Vendor Total		75.00		
FYTD for M V P R V, INC		75.00		
M.G.S. - MORENO GENERAL SERVICES				
1/10/2011	205825	130.00	RE-KEY LOCKS @ ERC	130.00
Vendor Total		130.00		
FYTD for M.G.S. - MORENO GENERAL SERVICES		130.00		



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MACIAS JR., ANTHONY				
1/24/2011	206013	133.50	TUITION REIMBURSEMENT	133.50
Vendor Total		133.50		
FYTD for MACIAS JR., ANTHONY		228.50		
MARCH JOINT POWERS AUTHORITY				
1/24/2011	206014	10.10	GAS CHARGES-MF COMM.CTR	8.25
			GAS CHARGES-MF COMM.CTR	1.85
Vendor Total		10.10		
FYTD for MARCH JOINT POWERS AUTHORITY		43.73		
MARINA LANDSCAPE, INC				
1/18/2011	205882	9,186.24	LANDSCAPE MAINT-ZONE DSG-2S	4,994.91
			LANDSCAPE MAINT-ZONE DSG-2N	4,191.33
Vendor Total		9,186.24		
FYTD for MARINA LANDSCAPE, INC		48,784.80		
MASCARO, CRYSTAL				
1/24/2011	206015	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MASCARO, CRYSTAL		20.00		
MASCO SERVICES OF CALIFORNIA, INC.				
1/24/2011	206016	71.63	REFUND-BUS.LIC OVERPYMT	71.63
Vendor Total		71.63		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.		71.63		
MATHIS, NOLAN				
1/3/2011	881843	296.00	NOV '10, PAID JAN '11	296.00
Vendor Total		296.00		
FYTD for MATHIS, NOLAN		2,072.00		
MAXINOSKI, SUE A.				
1/3/2011	881844	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		2,231.11		



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MC KENNEY, LARISSA				
1/24/2011	206017	46.00	REFUND-ANML SVC FEES	46.00
Vendor Total		46.00		
FYTD for MC KENNEY, LARISSA		46.00		
MCCARTHY & BERLIN, LLP				
1/10/2011	881884	703.00	LEGAL SVCS	703.00
Vendor Total		703.00		
FYTD for MCCARTHY & BERLIN, LLP		3,005.15		
McDONALD, CHRIS				
1/18/2011	205883	342.00	INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		342.00		
FYTD for McDONALD, CHRIS		1,254.00		
MEEKS, DANIEL				
1/10/2011	881885	220.00	SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	60.00
			SPORTS OFFICIATING SVCS	40.00
			SPORTS OFFICIATING SVCS	60.00
Vendor Total		220.00		
FYTD for MEEKS, DANIEL		1,100.00		
MENGISTU, YESHIALEM				
1/31/2011	206125	81.00	MILEAGE REIMBURSEMENT	81.00
Vendor Total		81.00		
FYTD for MENGISTU, YESHIALEM		557.00		
MESSIN, LOUIS				
1/3/2011	881845	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		2,231.11		
METRO USED CARS				
1/31/2011	206126	101.84	REFUND-BUS LIC OVRPMT	101.84
Vendor Total		101.84		
FYTD for METRO USED CARS		101.84		



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MEYER & ASSOCIATES				
1/31/2011	206127	3,865.00	BETHUNE WATER FEATURE ANALYSIS	3,865.00
Vendor Total		3,865.00		
FYTD for MEYER & ASSOCIATES		3,865.00		
MILES, ROBERT				
1/3/2011	881846	229.88	RETIREE MED JAN '11	229.88
Vendor Total		229.88		
FYTD for MILES, ROBERT		1,397.06		
MINARD, MARK E.				
1/3/2011	881847	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for MINARD, MARK E.		2,167.75		
MOLLICA, MIKE				
1/3/2011	881848	401.42	RETIREE MED JAN '11	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		2,809.94		
MONTERO, FELICIA				
1/24/2011	206018	42.00	REFUND-CLASS REGIST	42.00
Vendor Total		42.00		
FYTD for MONTERO, FELICIA		42.00		
MOORHEAD, LINDA				
1/24/2011	206019	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for MOORHEAD, LINDA		75.00		
MORA, PATRICIA A.				
1/3/2011	881849	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		2,231.11		



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MORAES, RENATO				
1/31/2011	206128	36.00	REFUND-DROPPED CLASS	36.00
Vendor Total		36.00		
FYTD for MORAES, RENATO		36.00		
MORENO MINI MALL				
1/24/2011	206020	48.30	REFUND-BUS.LIC OVERPYMT	48.30
Vendor Total		48.30		
FYTD for MORENO MINI MALL		48.30		
MORENO VALLEY CAR WASH				
1/18/2011	205884	67.50	REFUND-BUS.LIC OVERPYMT	67.50
Vendor Total		67.50		
FYTD for MORENO VALLEY CAR WASH		97.50		
MORENO VALLEY CHAMBER OF COMMERCE				
1/3/2011	205773	6,000.00	BUSINESS SERVICES	6,000.00
1/10/2011	205826	60.00	12/15/10 WAKE-UP MEETING	15.00
			12/15/10 WAKE-UP MEETING	15.00
			12/15/10 WAKE-UP MEETING	15.00
			12/15/10 WAKE-UP MEETING	15.00
1/18/2011	205885	150.00	ANNL INSTALLATION/AWARDS EVENT	75.00
			ANNL INSTALLATION/AWARDS EVENT	75.00
Vendor Total		6,210.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		21,610.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
1/3/2011	2776	1,567.50	MVCEA DUES 01/03/11	1,567.50
1/14/2011	2785	1,567.50	MVCEA DUES 1/14/11	1,567.50
1/28/2011	2793	1,573.00	MVCEA DUES 1/28/11	1,573.00
Vendor Total		4,708.00		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		25,084.50		



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MORENO VALLEY GATEWAY, LLC				
1/18/2011	881912	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-TECH.SVCS ANNEX	5,475.90
			LEASE-SPEC.DIST.ANNEX	9,207.72
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		119,998.13		
MORENO VALLEY UNIFIED SCHOOL DISTRICT				
1/24/2011	206021	120.00		
			ASES TRANSPORTATION	120.00
1/24/2011	206022	315.00		
			ASES TRANSPORTATION	315.00
Vendor Total		435.00		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		26,509.95		
MORENO VALLEY UTILITY				
1/31/2011	206129	89.14		
			ELECTRICITY-UT FLD OFFICE	89.14
Vendor Total		89.14		
FYTD for MORENO VALLEY UTILITY		526,697.08		
MORENO, ALBERT				
1/18/2011	205886	750.00		
			REFUND-12/26 EVENT DEPOSIT	750.00
Vendor Total		750.00		
FYTD for MORENO, ALBERT		750.00		
MORENO, MANUAL				
1/24/2011	206023	77.00		
			REFUND-CLASS REGIST	77.00
Vendor Total		77.00		
FYTD for MORENO, MANUAL		77.00		
MORGAN, LISA A.				
1/3/2011	881850	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		2,231.11		
MORKUS, JURIS MORKUS				
1/24/2011	206024	16.46		
			REFUND-BUS.LIC OVERPYMT	16.46
Vendor Total		16.46		
FYTD for MORKUS, JURIS MORKUS		16.46		



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MORLEY, JOSHUA				
1/31/2011	206130	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	20.00
			REFUND-SPAY/NEUTER DEPOSIT	55.00
Vendor Total		75.00		
FYTD for MORLEY, JOSHUA		75.00		
MSA SYSTEMS, INC.				
1/10/2011	881886	999.55		
			RECEIPT LABELS	864.00
			RECEIPT LABELS	59.95
			RECEIPT LABELS	75.60
Vendor Total		999.55		
FYTD for MSA SYSTEMS, INC.		999.55		
MUSICK, PEELER & GARRETT, LLP				
1/24/2011	206025	4,280.00		
			LEGAL SVCS	2,600.00
			LEGAL SVCS	1,680.00
Vendor Total		4,280.00		
FYTD for MUSICK, PEELER & GARRETT, LLP		18,659.34		
MUZAK, LLC				
1/24/2011	206026	60.52		
			REFUND-BUS.LIC OVERPYMT	60.52
Vendor Total		60.52		
FYTD for MUZAK, LLC		60.52		
NATIONWIDE RETIREMENT SOLUTIONS				
1/3/2011	2774	8,323.82		
			PST DEF COMP FOR FICA 01/03/11	8,323.82
1/3/2011	2775	2,234.13		
			DEF COMP-457 & 401(A) 01/03/11	2,234.13
1/14/2011	2783	1,461.66		
			PST DEF COMP FOR FICA 1/14/11	1,461.66
1/14/2011	2784	23,722.40		
			DEF COMP-457 & 401(A) 1/14/11	23,722.40
1/28/2011	2791	9,761.96		
			PST DEF COMP FOR FICA 1/28/11	9,761.96
1/28/2011	2792	23,712.80		
			DEF COMP-457 & 401(A) 1/28/11	23,712.80
Vendor Total		69,216.77		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		479,026.81		



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NAVARRETTE, RALPH				
1/3/2011	881851	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for NAVARRETTE, RALPH		2,231.11		
NELSON, ROBERT				
1/3/2011	881852	325.66	RETIREE MED JAN '11	325.66
Vendor Total		325.66		
FYTD for NELSON, ROBERT		2,159.26		
NELSON, RUTH L.				
1/3/2011	881853	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		2,231.11		
NELSON, TIMOTHY IVAN				
1/18/2011	205887	304.00	INSTRUCTION SVCS-8 DAYS	304.00
Vendor Total		304.00		
FYTD for NELSON, TIMOTHY IVAN		1,520.00		
NEUSTAEDTER, CRAIG S				
1/3/2011	205774	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		2,231.11		
NEW HORIZON MOBILE HOME PARK				
1/24/2011	881952	9.99	REFUND-UT USER TAXES	9.99
Vendor Total		9.99		
FYTD for NEW HORIZON MOBILE HOME PARK		26.42		
NGUYEN, QUANG				
1/24/2011	881953	59.50	MILEAGE REIMBURSEMENT	20.00
			MILEAGE REIMBURSEMENT	24.00
			MILEAGE REIMBURSEMENT	15.50
Vendor Total		59.50		
FYTD for NGUYEN, QUANG		348.00		



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NIEBURGER, JUDITH A.				
1/3/2011	205775	401.42	RETIREE MED JAN '11	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		2,809.94		
NINYO & MOORE GEOTECHNICAL				
1/18/2011	205888	4,000.75	IRONWOOD AVE/INDIAN BASIN PROJ	4,000.75
1/24/2011	206027	11,992.00	IRONWOOD AVE/INDIAN BASIN PROJ	11,992.00
Vendor Total		15,992.75		
FYTD for NINYO & MOORE GEOTECHNICAL		29,369.75		
NOBLES, GARRETT				
1/18/2011	205889	114.00	MILEAGE REIMBURSEMENT	60.00
			MILEAGE REIMBURSEMENT	54.00
Vendor Total		114.00		
FYTD for NOBLES, GARRETT		321.50		
OPTIMUM INCORPORATED				
1/3/2011	205776	54.96	REFUND-BUS LIC OVERPYMT	54.96
Vendor Total		54.96		
FYTD for OPTIMUM INCORPORATED		54.96		
ORACLE AMERICA				
1/3/2011	205777	21,621.69	SOFTWARE LIC UPDATE & SUPPORT	21,621.69
Vendor Total		21,621.69		
FYTD for ORACLE AMERICA		21,621.69		
ORROCK, POPKA, FORTINO & BRISLIN				
1/24/2011	881954	384.00	LEGAL SVCS	384.00
Vendor Total		384.00		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		10,817.53		
ORTEGA, ALICIA				
1/18/2011	205890	100.00	REFUND-CITATION	100.00
Vendor Total		100.00		
FYTD for ORTEGA, ALICIA		100.00		



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OVERLAND PACIFIC & CUTLER, INC.				
1/18/2011	881913	6,720.00	RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		6,720.00		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		95,225.25		
PACIFIC GREEN HORTICULTURAL SVC				
1/31/2011	206131	989.00	TURF FERTILIZATION-ZONE E	302.97
			TURF FERTILIZATION-ZONE E	550.15
			TURF FERTILIZATION-ZONE E	112.61
			TURF FERTILIZATION-ZONE E	23.27
Vendor Total		989.00		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		4,559.83		
PACIFIC M H CONSTRUCTION, INC				
1/24/2011	206028	73.20	REFUND-BUS.LIC OVERPYMT	73.20
Vendor Total		73.20		
FYTD for PACIFIC M H CONSTRUCTION, INC		73.20		
PACIFIC TELEMAGEMENT SERVICES				
1/24/2011	881955	438.48	PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		438.48		
FYTD for PACIFIC TELEMAGEMENT SERVICES		3,069.36		
PACIFIC UTILITY INSTALLATION, INC				
1/24/2011	206029	139.50	REFUND-BUS.LIC OVERPYMT	139.50
Vendor Total		139.50		
FYTD for PACIFIC UTILITY INSTALLATION, INC		139.50		
PAINTING BY ZEB BODE				
1/18/2011	205891	750.00	SEAL CNCRT BENCH/TABLES	750.00
Vendor Total		750.00		
FYTD for PAINTING BY ZEB BODE		5,550.00		
PANDA BOWL				
1/3/2011	205778	28.75	REFUND-BUS LIC OVERPYMT	28.75
Vendor Total		28.75		
FYTD for PANDA BOWL		28.75		



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PATRIOT HEATING & A/C				
1/24/2011	206030	68.63		
			REFUND-BUS.LIC OVERPYMT	68.63
Vendor Total		68.63		
FYTD for PATRIOT HEATING & A/C		68.63		
PATTERSON, ALFREY				
1/3/2011	205779	229.88		
			RETIREE MED JAN '11	229.88
Vendor Total		229.88		
FYTD for PATTERSON, ALFREY		1,397.06		
PEDLEY SQUARE VETERINARY CLINIC				
1/10/2011	881887	5,719.50		
			VETERINARY SVCS	5,719.50
1/31/2011	881985	14,937.00		
			VETERINARY SERVICES-ANML SHLTR	8,669.50
			VETERINARY SERVICES-ANML SHLTR	6,267.50
Vendor Total		20,656.50		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		67,035.00		
PENA, IRIS				
1/18/2011	205892	65.10		
			MILEAGE REIMBURSEMENT	65.10
1/31/2011	206132	75.55		
			MILEAGE REIMBURSEMENT	75.55
Vendor Total		140.65		
FYTD for PENA, IRIS		417.00		
PERRY, NORMA				
1/3/2011	205780	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		2,231.11		
PERS LONG TERM CARE PROGRAM				
1/3/2011	205781	458.63		
			LONG TERM CARE INSURANCE	458.63
1/18/2011	205893	458.63		
			LONG TERM CARE INSURANCE	458.63
1/31/2011	206133	458.63		
			LONG TERM CARE INSURANCE	458.63
Vendor Total		1,375.89		
FYTD for PERS LONG TERM CARE PROGRAM		7,508.12		



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PITASSI ARCHITECTS, INC				
1/31/2011	881986	20,632.70		
			CORPORATE YARD SEWER LINE PROJ	10,172.70
			CORPORATE YARD FACILITY PROJ	10,460.00
Vendor Total		20,632.70		
FYTD for PITASSI ARCHITECTS, INC		129,882.11		
PLEASANT, TRENA				
1/18/2011	205894	92.00		
			REFUND-CANCELLED CLASS	92.00
Vendor Total		92.00		
FYTD for PLEASANT, TRENA		92.00		
POIEMA LANDSCAPE, INC.				
1/18/2011	881914	3,843.15		
			LANDSCAPE MAINT-ZONE S	1,712.15
			LANDSCAPE MAINT-ZONE E-12	2,131.00
Vendor Total		3,843.15		
FYTD for POIEMA LANDSCAPE, INC.		30,303.75		
PRICE, GEORGE E.				
1/3/2011	881854	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		2,231.11		
PRIME COMMUNICATION OF CALIFORNIA, LLC				
1/24/2011	206031	34.91		
			REFUND-BUS.LIC OVERPYMT	34.91
Vendor Total		34.91		
FYTD for PRIME COMMUNICATION OF CALIFORNIA, LLC		34.91		
PROTECTION ONE				
1/10/2011	205827	597.00		
			REFUND-VIBRA FIRE PERMIT FEES	300.00
			REFUND-VIBRA FIRE PERMIT FEES	276.00
			REFUND-VIBRA FIRE PERMIT FEES	21.00
Vendor Total		597.00		
FYTD for PROTECTION ONE		597.00		
PRUDENTIAL CALIFORNIA REALTY				
1/24/2011	206032	57.00		
			REFUND-BUS.LIC OVERPYMT	57.00
Vendor Total		57.00		
FYTD for PRUDENTIAL CALIFORNIA REALTY		57.00		



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PS SERVICES, INC				
1/24/2011	206033	126.88		
			REFUND-BUS.LIC OVERPYMT	61.00
			REFUND-BUS.LIC OVERPYMT	61.00
			REFUND-BUS.LIC OVERPYMT	4.88
Vendor Total		126.88		
FYTD for PS SERVICES, INC		126.88		
PSOMAS				
1/18/2011	205895	136.78		
			LASSELLE ST WIDENING PROJ SVCS	136.78
Vendor Total		136.78		
FYTD for PSOMAS		26,233.28		
PULLIAM, TRENT D.				
1/3/2011	881855	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		2,231.11		
R & S OVERHEAD DOORS, INC.				
1/24/2011	881956	2,270.75		
			OVERHEAD DOORS-FIRE # 48	258.00
			OVERHEAD DOORS-PSB	338.00
			OVERHEAD DOORS-PSB	49.00
			REMOVE/INSTALL NUTS-CITY YARD	561.00
			REMOVE/INSTALL NUTS-FIRE #2	729.00
			OVERHEAD DOORS-FIRE # 6	335.75
Vendor Total		2,270.75		
FYTD for R & S OVERHEAD DOORS, INC.		12,312.25		
R G CLEANING SERVICE				
1/24/2011	206034	35.00		
			REFUND-BUS.LIC OVERPYMT	35.00
Vendor Total		35.00		
FYTD for R G CLEANING SERVICE		35.00		



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RALLY MANAGEMENT SERVICES, LLC				
1/18/2011	881915	2,948.40		
			TEMP SVCS-HENDERSON W/E 12/5	719.28
			TEMP SVCS-HENDERSON W/E 12/12	719.28
			TEMP SVCS-RODRIGUEZ W/E 12/5	754.92
			TEMP SVCS-RODRIGUEZ W/E 12/12	754.92
1/24/2011	881957	2,948.40		
			TEMP SVCS-HENDERSON W/E-12/19	719.28
			TEMP SVCS-HENDERSON W/E-12/26	719.28
			TEMP SVCS-RODRIGUEZ W/E-12/19	754.92
			TEMP SVCS-RODRIGUEZ W/E-12/26	754.92
Vendor Total		5,896.80		
FYTD for RALLY MANAGEMENT SERVICES, LLC		43,386.53		
RAMIREZ, SERGIO				
1/24/2011	206035	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for RAMIREZ, SERGIO		20.00		
RAY-RAMIREZ, DARCY L.				
1/3/2011	205782	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for RAY-RAMIREZ, DARCY L.		956.19		
RE PLANET				
1/24/2011	206036	30.17		
			REFUND-BUS.LIC OVERPYMT	30.17
Vendor Total		30.17		
FYTD for RE PLANET		30.17		
RE/ MAX RESULTS				
1/24/2011	206037	55.98		
			REFUND-BUS.LIC OVERPYMT	55.98
Vendor Total		55.98		
FYTD for RE/ MAX RESULTS		55.98		
RESIDENTIAL WALL SYSTEMS				
1/24/2011	206038	66.57		
			REFUND-BUS.LIC OVERPYMT	66.57
1/31/2011	206134	61.90		
			REFUND-BUS LIC OVRPMT	61.90
Vendor Total		128.47		
FYTD for RESIDENTIAL WALL SYSTEMS		161.82		



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RHA LANDSCAPE ARCHITECTS-PLANNERS				
1/31/2011	206135	449.02	SHADOW MTN PARK LIGHTING PROJ	449.02
Vendor Total		449.02		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS		17,532.94		
RICK ENGINEERING COMPANY				
1/10/2011	881889	3,977.55	KITCHING ST IMPRVMT PROJ	799.39
			KITCHING ST IMPRVMT PROJ	118.16
			KITCHING ST IMPRVMT PROJ	3,060.00
1/31/2011	881987	2,380.00	KITCHING ST IMPRVMT PROJ	2,380.00
Vendor Total		6,357.55		
FYTD for RICK ENGINEERING COMPANY		37,008.16		
RIVAS, ELSA				
1/3/2011	205783	58.00	REFUND-LICENSE PD	58.00
Vendor Total		58.00		
FYTD for RIVAS, ELSA		58.00		
RIVERSIDE CONSTRUCTION COMPANY, INC				
1/20/2011	110105	4,592.06	RETENTN PYMT PER ESCROW AGRMNT	4,592.06
1/20/2011	110106	16,534.13	RETENTN PYMT PER ESCROW AGRMNT	16,534.13
Vendor Total		21,126.19		
FYTD for RIVERSIDE CONSTRUCTION COMPANY, INC		1,548,869.40		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
1/18/2011	205896	250.00	DFA FOR RABIES	250.00
Vendor Total		250.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		450.00		



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RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
1/24/2011	206039	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			COMMUNICATIONS SVCS	30.26
1/31/2011	206136	1,769.45		
			MAINT FOR RADIOS-PD	1,769.45
Vendor Total		2,012.38		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		15,243.91		
RIVERSIDE COUNTY SHERIFF				
1/18/2011	881917	12,395.72		
			JAIL BOOKING FEES	5,188.43
			JAIL BOOKING FEES	7,207.29
Vendor Total		12,395.72		
FYTD for RIVERSIDE COUNTY SHERIFF		15,070,633.49		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
1/18/2011	205897	727.00		
			REG-TRAFF COLL INV-MOTOR VEH	287.00
			REG-TRAFF COLL INVESTIG-ADV.	440.00
1/31/2011	206137	768.00		
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-CRIME SCENE INVESTIG TRNG	205.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
			REG-VEH. THEFT INVESTIG TRNG	179.00
Vendor Total		1,495.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		7,247.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
1/3/2011	205784	672.58		
			GARNISHMENT	194.53
			GARNISHMENT	478.05
1/18/2011	205898	652.09		
			GARNISHMENT	177.34
			GARNISHMENT	474.75
1/31/2011	206138	750.90		
			GARNISHMENT	110.17
			GARNISHMENT	165.79
			GARNISHMENT	474.94
Vendor Total		2,075.57		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		9,346.92		



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RIVERSIDE COUNTY SHERIFF MV				
1/31/2011	206139	8,914.18		
			EXTRA POLICE DUTY-RVHS	5,198.08
			EXTRA POLICE DUTY-RVHS	72.16
			EXTRA POLICE DUTY-RVHS	2,352.78
			EXTRA POLICE DUTY-RVHS	54.56
			EXTRA POLICE DUTY-RVHS	848.05
			EXTRA POLICE DUTY-RVHS	22.88
			EXTRA POLICE DUTY-RVHS	353.35
			EXTRA POLICE DUTY-RVHS	12.32
Vendor Total		8,914.18		
FYTD for RIVERSIDE COUNTY SHERIFF MV		14,860.24		
RIVERSTONE RESIDENTIAL CA, INC				
1/31/2011	206140	55.05		
			REFUND-BUS LIC OVRPMT	55.05
Vendor Total		55.05		
FYTD for RIVERSTONE RESIDENTIAL CA, INC		55.05		
RLZ ENGINEERING				
1/18/2011	881918	6,138.00		
			TEMP STAFFING SVCS-CAP PROJS	6,138.00
Vendor Total		6,138.00		
FYTD for RLZ ENGINEERING		41,850.00		
ROBINSON, JOAQUIN DIEGO				
1/18/2011	205899	304.00		
			INSTRUCTION SVCS-8 DAYS	304.00
Vendor Total		304.00		
FYTD for ROBINSON, JOAQUIN DIEGO		988.00		
ROCHA, MARIA				
1/5/2011	205797	95.00		
			REFUND-RABIES & SN DEPOSIT	20.00
			REFUND-RABIES & SN DEPOSIT	75.00
Vendor Total		95.00		
FYTD for ROCHA, MARIA		95.00		
ROCHA, SARA L.				
1/3/2011	881856	787.80		
			OCT-DEC '10, DEC-FEB MEDI, PD	787.80
Vendor Total		787.80		
FYTD for ROCHA, SARA L.		2,544.56		



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ROGERS, EUGENE				
1/3/2011	881857	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		2,231.11		
ROGERS, KIANNA				
1/18/2011	205900	162.50	MILEAGE REIMBURSEMENT	92.00
			MILEAGE REIMBURSEMENT	70.50
Vendor Total		162.50		
FYTD for ROGERS, KIANNA		972.00		
ROSS, DAVID T.				
1/3/2011	881858	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		2,231.11		
ROSSON, LOUIS A.				
1/3/2011	881859	270.70	RETIREE MED JAN '11	174.30
			RETIREE MED JAN '11	96.40
Vendor Total		270.70		
FYTD for ROSSON, LOUIS A.		2,009.26		
ROTO - ROOTER SERVICE & PLUMBING CO.				
1/24/2011	206040	95.56	REFUND-BUS.LIC OVERPYMT	95.56
Vendor Total		95.56		
FYTD for ROTO - ROOTER SERVICE & PLUMBING CO.		95.56		
RUSSO, JOHN				
1/3/2011	881860	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		2,231.11		
RUVALCABA, RAFAEL				
1/18/2011	205901	190.00	INSTRUCTION SVCS-5 DAYS	190.00
Vendor Total		190.00		
FYTD for RUVALCABA, RAFAEL		190.00		



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SA ASSOCIATES				
1/18/2011	881919	9,450.00	TEMP STAFFING SVCS-CAP PROJS	9,450.00
Vendor Total		9,450.00		
FYTD for SA ASSOCIATES		76,875.00		
SABRE LIGHTING AND SIGNS				
1/31/2011	206141	573.49	EXTERIOR SIGNAGE RPLCMNT-STARs	527.35
			EXTERIOR SIGNAGE RPLCMNT-STARs	46.14
Vendor Total		573.49		
FYTD for SABRE LIGHTING AND SIGNS		17,274.49		
SALAS, BRANDY				
1/18/2011	205902	44.00	REFUND-CANCELLED CLASS	44.00
Vendor Total		44.00		
FYTD for SALAS, BRANDY		44.00		
SALFRANK, MAUREEN				
1/24/2011	206041	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SALFRANK, MAUREEN		20.00		
SALGADO, ERIC				
1/31/2011	206142	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SALGADO, ERIC		20.00		
SALIVA, MARVIN				
1/24/2011	206042	30.00	REFUND-FALSE ALARM FEE	30.00
Vendor Total		30.00		
FYTD for SALIVA, MARVIN		30.00		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
1/24/2011	881958	56.00	FIRE EXTINGUISHERS-ANIMAL SHEL	56.00
Vendor Total		56.00		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		3,049.32		



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SAN BERNARDINO SHERIFF'S DEPT. EVOC				
1/18/2011	205903	1,159.00	MOTORCYCLE TRNG INSTR COURSE	1,159.00
Vendor Total		1,159.00		
FYTD for SAN BERNARDINO SHERIFF'S DEPT. EVOC		1,159.00		
SANTA ROSA DEVELOPERS LIMITED				
1/18/2011	205904	683.88	REFUND-CHANGE OF ZONE	173.87
			REFUND-CLOSED-GEN.PLAN	510.01
Vendor Total		683.88		
FYTD for SANTA ROSA DEVELOPERS LIMITED		683.88		
SAVAGE, SUE & ROBERT				
1/31/2011	206143	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SAVAGE, SUE & ROBERT		20.00		
SAWLA, POOJA				
1/31/2011	206144	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SAWLA, POOJA		20.00		
SC SIGNS				
1/18/2011	205905	2,100.00	PUBLIC HEARING SITE POSTINGS	2,100.00
Vendor Total		2,100.00		
FYTD for SC SIGNS		2,100.00		
SCHOENFELDER, LAURA				
1/18/2011	205906	38.00	INSTRUCTION SVCS-1 DAY	38.00
Vendor Total		38.00		
FYTD for SCHOENFELDER, LAURA		38.00		
SCMAF - INLAND VALLEY				
1/18/2011	205907	120.00	2010 A & I BANQUET	120.00
Vendor Total		120.00		
FYTD for SCMAF - INLAND VALLEY		120.00		



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SECURITY LOCK & KEY				
1/24/2011	881959	45.00		
			LOCK REPAIRS	22.50
			LOCK REPAIRS	22.50
Vendor Total		45.00		
FYTD for SECURITY LOCK & KEY		1,666.85		
SEIFERT, VICTORIA				
1/31/2011	206145	45.00		
			REFUND-ANIMAL SHELTER	19.00
			REFUND-ANIMAL SHELTER	10.00
			REFUND-ANIMAL SHELTER	16.00
Vendor Total		45.00		
FYTD for SEIFERT, VICTORIA		45.00		
SERTA MATTRESS COMPANY				
1/3/2011	205785	300.00		
			REFUND-12/17 EVENT DEPOSIT	300.00
Vendor Total		300.00		
FYTD for SERTA MATTRESS COMPANY		300.00		
SHAH, JAGDISH				
1/18/2011	881920	10,800.00		
			TEMP STAFFING SVCS-CAP PROJS	10,800.00
Vendor Total		10,800.00		
FYTD for SHAH, JAGDISH		122,040.00		
SHARRETT, SHARON K.				
1/3/2011	205786	174.30		
			RETIREE MED JAN '11	174.30
Vendor Total		174.30		
FYTD for SHARRETT, SHARON K.		1,334.46		
SHELDON, STUART H.				
1/3/2011	205787	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		2,231.11		



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SHELL OIL CO.				
1/10/2011	205828	48.77	FUEL PURCHASE	48.77
1/24/2011	206044	143.16	FUEL PURCHASES	143.16
1/24/2011	206045	1,096.70	FUEL PURCHASES	1,096.70
1/24/2011	206046	18.08	FUEL PURCHASES	18.08
Vendor Total		1,306.71		
FYTD for SHELL OIL CO.		11,517.19		
SHRED-IT				
1/24/2011	206047	22.75	REFUND-BUS.LIC OVERPYMT	22.75
Vendor Total		22.75		
FYTD for SHRED-IT		22.75		
SHURTLEFF, JEANNETTE L.				
1/18/2011	881921	342.00	INSTRUCTION SVCS-9 DAYS	342.00
Vendor Total		342.00		
FYTD for SHURTLEFF, JEANNETTE L.		2,964.00		
SIERRA PACIFIC ELECTRICAL CONTRACTING				
1/31/2011	206146	1,860.00	REPLACE TRAFFIC DETECTOR LOOPS	1,860.00
Vendor Total		1,860.00		
FYTD for SIERRA PACIFIC ELECTRICAL CONTRACTING		1,860.00		
SINGER & COFFIN, APC				
1/31/2011	881990	40.00	LEGAL SVCS	40.00
Vendor Total		40.00		
FYTD for SINGER & COFFIN, APC		7,499.98		
SINGLETON-DECUIR, JANISHEIA				
1/18/2011	881922	118.00	MILEAGE REIMBURSEMENT	118.00
Vendor Total		118.00		
FYTD for SINGLETON-DECUIR, JANISHEIA		277.00		



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SKONBERG, RIX				
1/18/2011	205935	1,500.00	TUITION REIMBURSEMENT	1,500.00
Vendor Total		1,500.00		
FYTD for SKONBERG, RIX		1,500.00		
SKY TRAILS MOBILE VILLAGE				
1/24/2011	881960	49.31	REFUND-UT USER TAXES	49.31
Vendor Total		49.31		
FYTD for SKY TRAILS MOBILE VILLAGE		217.31		
SLAGERMAN, SUSAN A.				
1/3/2011	881861	318.73	DEC '10, PAID JAN '11	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		2,231.11		
SMITH FLOORS & INSTALLATIONS				
1/24/2011	206048	22.16	REFUND-BUS.LIC OVERPYMT	22.16
Vendor Total		22.16		
FYTD for SMITH FLOORS & INSTALLATIONS		7,794.16		
SMITH, MARIA A.				
1/3/2011	881862	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for SMITH, MARIA A.		2,212.27		
SMITH, WILMA				
1/18/2011	205908	200.00	REFUND-12/18 EVENT DEPOSIT	200.00
Vendor Total		200.00		
FYTD for SMITH, WILMA		200.00		
SMUS, PAULA				
1/10/2011	205829	37.40	MILEAGE REIMBURSEMENT	22.40
			MILEAGE REIMBURSEMENT	15.00
1/24/2011	206049	93.10	MILEAGE REIMBURSEMENT	93.10
Vendor Total		130.50		
FYTD for SMUS, PAULA		277.10		



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SOCO GROUP, INC				
1/10/2011	881890	6,756.90	FUEL PURCHASE	6,756.90
Vendor Total		6,756.90		
FYTD for SOCO GROUP, INC		157,607.90		
SOLAR SERVICE CENTER				
1/18/2011	205909	75.00	REFUND-BUS.LIC OVERPYMT	75.00
Vendor Total		75.00		
FYTD for SOLAR SERVICE CENTER		75.00		
SOMERS, ROBERTA				
1/24/2011	206050	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for SOMERS, ROBERTA		75.00		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
1/18/2011	205910	684.59	FIRE # 91-OPERATING FEE	379.90
			FIRE # 91-EMISSIONS FEE	109.00
			FIRE # 2-OPERATING FEE	86.69
			FIRE # 2-EMISSIONS FEE	109.00
Vendor Total		684.59		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		2,076.08		



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SOUTHERN CALIFORNIA EDISON				
1/10/2011	205830	11,181.08		
			ELECTRICITY	118.32
			ELECTRICITY	24.80
			ELECTRICITY	21.26
			ELECTRICITY	26.65
			ELECTRICITY	115.18
			ELECTRICITY	241.31
			ELECTRICITY	926.51
			ELECTRICITY	2,831.91
			ELECTRICITY	187.02
			ELECTRICITY	418.93
			ELECTRICITY	932.08
			ELECTRICITY	745.74
			ELECTRICITY	146.37
			ELECTRICITY	813.76
			ELECTRICITY	468.41
			ELECTRICITY	412.07
			ELECTRICITY	387.59
			ELECTRICITY	22.33
			ELECTRICITY	1,817.12
			ELECTRICITY	198.34
			ELECTRICITY	138.30
			ELECTRICITY	63.33
			ELECTRICITY	123.75
1/24/2011	206051	14,490.30		
			IFA CHARGES-SUBSTATION	14,146.73
			ELECTRIC CHARGES	343.57
1/31/2011	206147	3,279.84		
			ELECTRICITY	25.45
			ELECTRICITY	1,034.65
			ELECTRICITY	704.85
			ELECTRICITY	137.16
			ELECTRICITY	817.85
			ELECTRICITY	344.98
			ELECTRICITY	24.57
			ELECTRICITY	48.93
			ELECTRICITY	141.40
Vendor Total		28,951.22		
FYTD for SOUTHERN CALIFORNIA EDISON		1,759,082.07		



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SOUTHERN CALIFORNIA GAS CO.				
1/24/2011	206052	11,304.40		
			GAS CHARGES	1,198.67
			GAS CHARGES	3,273.34
			GAS CHARGES	114.54
			GAS CHARGES	218.88
			GAS CHARGES	777.55
			GAS CHARGES	362.64
			GAS CHARGES	151.64
			GAS CHARGES	1,516.93
			GAS CHARGES	453.11
			GAS CHARGES	278.01
			GAS CHARGES	384.85
			GAS CHARGES	359.34
			GAS CHARGES	562.38
			GAS CHARGES	739.86
			GAS CHARGES	64.14
			GAS CHARGES	848.52
Vendor Total		11,304.40		
FYTD for SOUTHERN CALIFORNIA GAS CO.		37,468.71		
SPARKLETTS				
1/18/2011	205912	39.92		
			WATER SERVICE	12.28
			WATER SERVICE	27.64
1/24/2011	206053	4.50		
			WATER SERVICE	4.50
Vendor Total		44.42		
FYTD for SPARKLETTS		426.91		
SPECIALIZED BUSINESS SYSTEM, INC.				
1/24/2011	206054	528.05		
			LEKTRIEVER MAINTENANCE	528.05
Vendor Total		528.05		
FYTD for SPECIALIZED BUSINESS SYSTEM, INC.		528.05		
SPECK, GARY B.				
1/3/2011	881863	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		2,231.11		
SPECTRUM CARE				
1/18/2011	881924	12,333.33		
			LANDSCAPE MAINT-ZONE E-1	10,540.00
			LANDSCAPE MAINT-ZONE E-1	1,793.33
Vendor Total		12,333.33		
FYTD for SPECTRUM CARE		90,835.36		



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SPENCER, MARTHA				
1/3/2011	881864	229.88	RETIREE MED JAN '11	229.88
Vendor Total		229.88		
FYTD for SPENCER, MARTHA		1,397.06		
SPRINT/NEXTEL				
1/18/2011	881925	642.44	CELL PH CHGS-GTF	35.22
			CELL PH CHGS-SET	607.22
Vendor Total		642.44		
FYTD for SPRINT/NEXTEL		2,589.23		
STANDARD INSURANCE CO				
1/18/2011	205913	1,926.44	SUPPLEMENTAL INSURANCE	1,926.44
Vendor Total		1,926.44		
FYTD for STANDARD INSURANCE CO		227,964.72		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
1/24/2011	881961	274.00	MONITORING SVCS-ANML SHLTR	175.00
			MONITORING SVCS-POLICE	99.00
Vendor Total		274.00		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		16,197.49		
STATE BOARD OF EQUALIZATION				
1/25/2011	1231101	1,976.00	SALES & USE TAX 10/1-12/31/10	1,976.00
1/31/2011	206148	5,047.31	ELECTRICAL ENERGY SURCHARGE	5,047.31
Vendor Total		7,023.31		
FYTD for STATE BOARD OF EQUALIZATION		20,559.31		
STATE DISBURSEMENT UNIT				
1/6/2011	2773	1,835.37	CHILD SUPPORT W/H 01/06/11	1,835.37
1/20/2011	2782	1,863.89	CHILD SUPPORT W/H 1/20/11	1,863.89
Vendor Total		3,699.26		
FYTD for STATE DISBURSEMENT UNIT		18,335.10		



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STATE OF CALIFORNIA DEPT. OF JUSTICE				
1/18/2011	205914	2,961.00		
			FINGERPRINTING SVCS-PD	2,961.00
1/31/2011	206149	2,649.00		
			BLOOD ALCHL ANLYS-PD	945.00
			BLOOD ALCHL ANLYS-PD	350.00
			BLOOD ALCHL ANLYS-PD	490.00
			FINGERPRINTING SVCS-HR	192.00
			FINGERPRINTING SVCS-STARS	64.00
			FINGERPRINTING SVCS-VOL SVCS	32.00
			FINGERPRINTING SVCS-B/L	32.00
			FINGERPRINTING SVCS-PARKS	64.00
			FINGERPRINTING SVCS-PARKS	192.00
			FINGERPRINTING SVCS-PD	288.00
Vendor Total		5,610.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		39,702.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
1/18/2011	205915	145.34		
			REFUND-MVU	51.99
			REFUND-MVU	93.35
Vendor Total		145.34		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		1,771.30		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
1/18/2011	205916	2,889.12		
			TRANSCRIPTION SVCS-PD	2,889.12
Vendor Total		2,889.12		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		21,479.68		
STERICYCLE (BFI)				
1/31/2011	881991	1,219.52		
			MED WASTE HAULING SVC	609.81
			MED WASTE HAULING SVC	609.71
Vendor Total		1,219.52		
FYTD for STERICYCLE (BFI)		3,901.50		
STEVE'S VALLEY NURSERY				
1/24/2011	206055	175.00		
			PARK SAND	175.00
Vendor Total		175.00		
FYTD for STEVE'S VALLEY NURSERY		175.00		



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STEWART, CLIFFORD				
1/3/2011	881865	267.88	RETIREE MED JAN '11	267.88
Vendor Total		267.88		
FYTD for STEWART, CLIFFORD		1,774.42		
STEWART, RICHARD A.				
1/24/2011	206056	168.86	REFUND-CANDIDATE STATEMENT	168.86
Vendor Total		168.86		
FYTD for STEWART, RICHARD A.		168.86		
STRADLING, YOCCA, CARLSON & RAUTH				
1/10/2011	205831	10,293.96	LEGAL SVCS	2,227.43
			LEGAL SVCS	4,004.83
			LEGAL SVCS	250.00
			LEGAL SVCS	250.00
			LEGAL SVCS	1,282.35
			LEGAL SVCS	754.35
			LEGAL SVCS	425.00
			LEGAL SVCS	100.00
			LEGAL SVCS	700.00
			LEGAL SVCS	300.00
1/18/2011	205917	300.36	LEGAL SVCS	300.36
Vendor Total		10,594.32		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		42,017.74		
STRICKLER ASSOCIATION, THE				
1/24/2011	881963	7,377.50	NEIGHBORHOOD STABILIZATION	2,745.00
			NEIGHBORHOOD STABILIZATION	1,252.50
			NEIGHBORHOOD STABILIZATION	3,380.00
Vendor Total		7,377.50		
FYTD for STRICKLER ASSOCIATION, THE		14,657.50		
STRICKLER II, JOHN W.				
1/3/2011	881866	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		2,231.11		



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SUNNYMEAD ACE HARDWARE				
1/3/2011	205790	114.08		
			MISC. SUPPLIES-POLICE	13.03
			MISC. SUPPLIES-POLICE	22.83
			MISC. SUPPLIES-POLICE	8.69
			MISC. SUPPLIES-POLICE	69.53
1/18/2011	205918	75.95		
			MISC.SUPPLIES-PARK MAINT.	32.46
			MISC.SUPPLIES-POLICE	43.49
1/31/2011	206150	27.13		
			MISC SUPPLIES-PD	27.13
	Vendor Total	217.16		
FYTD for SUNNYMEAD ACE HARDWARE		1,285.47		
SWITZER, BANGON				
1/31/2011	206151	112.00		
			REFUND-CLASS CANCELED	112.00
	Vendor Total	112.00		
FYTD for SWITZER, BANGON		112.00		
TARUCA, CARLOS				
1/24/2011	206057	100.00		
			REFUND-ADMIN CITATION	100.00
	Vendor Total	100.00		
FYTD for TARUCA, CARLOS		100.00		
TAX COMPLIANCE SERVICES				
1/18/2011	205919	6,250.00		
			UUT COMPLIANCE SERVICES	6,250.00
	Vendor Total	6,250.00		
FYTD for TAX COMPLIANCE SERVICES		31,250.00		
TEACHER CREATED MATERIALS, INC.				
1/31/2011	206152	6,129.20		
			BUILDING FLUENCY KITS-STARS	1,141.84
			BUILDING FLUENCY KITS-STARS	1,141.84
			BUILDING FLUENCY KITS-STARS	1,141.85
			BUILDING FLUENCY KITS-STARS	1,141.84
			BUILDING FLUENCY KITS-STARS	1,141.84
			BUILDING FLUENCY KITS-SHIPPING	419.99
	Vendor Total	6,129.20		
FYTD for TEACHER CREATED MATERIALS, INC.		6,129.20		



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TEK WORKS				
1/24/2011	206073	13,647.08		
			REPLCMNT OF EBI KEYCARD SYSTEM	12,802.19
			RELOCATE SYS PANEL AT CITY YRD	844.89
1/31/2011	881992	145.81		
			REPAIRS @ ESA ANNEX	145.81
	Vendor Total	13,792.89		
FYTD for TEK WORKS		63,284.87		
THE GAS COMPANY				
1/10/2011	205832	213.84		
			LINE EXTENSION-HIGHLND FIRE ST	213.84
	Vendor Total	213.84		
FYTD for THE GAS COMPANY		213.84		
THE SMOKE DETECTORS				
1/10/2011	205833	1,000.00		
			TRUCK SMOKE OPACITY TESTS	1,000.00
	Vendor Total	1,000.00		
FYTD for THE SMOKE DETECTORS		1,000.00		
THOMSON REUTERS INC				
1/18/2011	205920	2,652.53		
			LEGAL PUBLICATION SUBSCPTNS	199.09
			LEGAL PUBLICATION SUBSCPTNS	2,453.44
	Vendor Total	2,652.53		
FYTD for THOMSON REUTERS INC		5,554.02		
THYSSENKRUPP ELEVATOR CORPORATION				
1/24/2011	206058	45.43		
			REFUND-BUS.LIC OVERPYMT	45.43
	Vendor Total	45.43		
FYTD for THYSSENKRUPP ELEVATOR CORPORATION		45.43		



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TRICHE, TARA				
1/24/2011	206059	1,411.92		
			INSTRUCTOR SVCS-BALLET 4	88.80
			INSTRUCTOR SVCS-BALLET 7	155.40
			INSTRUCTOR SVCS-BALLET 5	111.00
			INSTRUCTOR SVCS-BALLET 3	66.60
			INSTRUCTOR SVCS-DANCE 12	257.52
			INSTRUCTOR SVCS-DANCE 6	133.20
			INSTRUCTOR SVCS-DANCE 8	177.60
			INSTRUCTOR SVCS-DANCE 10	222.00
			INSTRUCTOR SVCS-HIP HOP 9	199.80
Vendor Total		1,411.92		
FYTD for TRICHE, TARA		11,956.92		
TRI-CITY LINEN SUPPLY, INC.				
1/3/2011	205791	166.00		
			LINEN SVCS	25.00
			LINEN SVCS	66.00
			LINEN SVCS	75.00
1/10/2011	205834	50.00		
			LINEN SVCS	25.00
			LINEN SVCS	25.00
1/18/2011	205921	25.00		
			LINEN SVCS	25.00
1/31/2011	206153	25.00		
			LINEN RENTAL-CONF & REC CTR	25.00
Vendor Total		266.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		1,171.75		
TROPICAL PLAZA NURSERY, INC				
1/24/2011	206060	94.20		
			REFUND-BUS.LIC OVERPYMT	94.20
Vendor Total		94.20		
FYTD for TROPICAL PLAZA NURSERY, INC		94.20		
TROPICAL PLAZA NURSERY, INC.				
1/18/2011	205922	16,196.10		
			LANDSCAPE MAINT-ZONE E-2	15,700.00
			LANDSCAPE MAINT-ZONE E-2	496.10
Vendor Total		16,196.10		
FYTD for TROPICAL PLAZA NURSERY, INC.		130,988.49		



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TRUGREEN LANDCARE				
1/31/2011	881993	14,614.60		
			LANDSCAPE MAINT-ZONE M	5,324.89
			LANDSCAPE MAINT-DSG 1/10	6,804.71
			LANDSCAPE MAINT-E16	2,485.00
Vendor Total		14,614.60		
FYTD for TRUGREEN LANDCARE		185,249.19		
TUNTLAND, JAMES				
1/3/2011	881867	267.88		
			RETIREE MED JAN '11	267.88
Vendor Total		267.88		
FYTD for TUNTLAND, JAMES		1,774.42		
TURF STAR, INC.				
1/24/2011	206061	700.47		
			GOLF COURSE EQUIP. PARTS	700.47
Vendor Total		700.47		
FYTD for TURF STAR, INC.		1,268.28		
U.S. HEALTHWORKS MEDICAL GROUP				
1/31/2011	206154	515.00		
			PRE-EMPLOYMENT PHYSICALS	360.00
			PRE-EMPLOYMENT PHYSICALS	65.00
			PRE-EMPLOYMENT PHYSICALS	90.00
Vendor Total		515.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		6,960.00		



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UNION BANK OF CALIFORNIA				
1/18/2011	205923	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205923 ON 1/18/11	-170.00
1/18/2011	205924	0.00		
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK#205924 ON 1/18/11	-170.00
1/18/2011	205925	980.34		
			STANDBY LOC TRANSFER FEES	291.67
			STANDBY LOC TRANSFER FEES	397.00
			STANDBY LOC TRANSFER FEES	291.67
1/18/2011	205937	0.00		
			CREDIT TO REVERSE PREV PAYMENT	-291.67
			STANDBY LOC TRANSFER FEES	170.00
			STANDBY LOC TRANSFER FEES	170.00
			VOIDED CHECK #205937 ON 2/24/11	291.67
			VOIDED CHECK #205937 ON 2/24/11	-170.00
			VOIDED CHECK #205937 ON 2/24/11	-170.00
Vendor Total		980.34		
FYTD for UNION BANK OF CALIFORNIA		58,713.22		
UNITED PACIFIC SERVICES, INC				
1/31/2011	206155	16,694.50		
			TREE TRIMMING SVC-E3	9,869.00
			TREE TRIMMING SVC-E8	1,526.50
			TREE TRIMMING SVC-E15	1,065.00
			TREE TRIMMING SVC-E3	678.00
			TREE TRIMMING SVC-E3	2,000.00
			TREE TRIMMING SVC-E4	1,556.00
Vendor Total		16,694.50		
FYTD for UNITED PACIFIC SERVICES, INC		26,811.06		
UNITED ROTARY BRUSH CORP				
1/10/2011	881891	716.67		
			BROOM KITS-STREET SWEEPER	223.58
			BROOM KITS-STREET SWEEPER	493.09
Vendor Total		716.67		
FYTD for UNITED ROTARY BRUSH CORP		19,134.47		
UNITED SITE SERVICES OF CA, INC.				
1/18/2011	205936	107.39		
			FENCE RENTAL-ANIMAL SHELTER	107.39
1/24/2011	881965	77.33		
			PORTABLE TOILET SVC-GOLF COURS	77.33
Vendor Total		184.72		
FYTD for UNITED SITE SERVICES OF CA, INC.		2,331.38		



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UNITED STATES TREASURY				
1/3/2011	205792	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
1/18/2011	205926	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
1/31/2011	206156	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		150.00		
FYTD for UNITED STATES TREASURY		800.00		
UNITED WAY OF INLAND VALLEYS				
1/3/2011	205793	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
1/18/2011	205927	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
1/31/2011	206157	507.19		
			UNITED WAY CONTRIBUTIONS	507.19
Vendor Total		1,641.56		
FYTD for UNITED WAY OF INLAND VALLEYS		9,874.90		
URRUTIA, MARIO				
1/31/2011	206158	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for URRUTIA, MARIO		20.00		
USA MOBILITY/ARCH WIRELESS				
1/24/2011	881966	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		507.92		
VA CONSULTING, INC.				
1/18/2011	881927	11,056.75		
			AUTO MALL STREET UPGRADES PROJ	2,317.10
			AUTO MALL STREET UPGRADES PROJ	1,037.90
			AUTO MALL STREET UPGRADES PROJ	5,711.30
			AUTO MALL STREET UPGRADES PROJ	1,990.45
Vendor Total		11,056.75		
FYTD for VA CONSULTING, INC.		83,455.40		



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VACATE PEST ELIMINATION COMPANY				
1/24/2011	881967	1,415.00		
			PEST CNTRL-EOC	55.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-EOC	55.00
			PEST CNTRL-FIRE #2	45.00
			PEST CNTRL-FIRE #6	45.00
			PEST CNTRL-FIRE #48	45.00
			PEST CNTRL-FIRE #58	45.00
			PEST CNTRL-FIRE #65	45.00
			PEST CNTRL-FIRE #91	45.00
			PEST CNTRL-FIRE #91SPECIAL	45.00
			PEST CNTRL-SENIOR CENTER	55.00
			PEST CNTRL-TOWNGATE C/C	45.00
			PEST CNTRL-UTILITIES FIELD OFF	45.00
			PEST CNTRL-PUBLIC LIBRARY	55.00
			PEST CNTRL-P.S.B.	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSPORT TRAILER	45.00
			PEST CNTRL-PRO SHOP	22.50
			PEST CNTRL-MVTV-3	22.50
			PEST CNTRL-C & R	75.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX # 1	55.00
			PEST CNTRL-HOBBY SHOP	45.00
			PEST CNTRL-MARCH ASES BLDG.	45.00
			PEST CNTRL-MARCH C/C	45.00
1/31/2011	881994	540.00		
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-AQUEDUCT BIKEWAY	50.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
			PEST CNTRL-M.V. UTILITY	40.00
Vendor Total		1,955.00		
			FYTD for VACATE PEST ELIMINATION COMPANY	11,475.00
VALI COOPER & ASSOCIATES, INC.				
1/18/2011	881928	640.00		
			DAY ST IMPRVMENTS PROJ SVCS	640.00
Vendor Total		640.00		
			FYTD for VALI COOPER & ASSOCIATES, INC.	67,645.00



City of Moreno Valley

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAS ASSOCIATES, INC.				
1/24/2011	881968	17,040.00	TEMP STAFFING SVCS-CAP PROJS	17,040.00
Vendor Total		17,040.00		
FYTD for VAS ASSOCIATES, INC.		130,080.00		
VASQUEZ, LIZ				
1/31/2011	206159	30.00	REFUND-DOG ADOPTION	30.00
Vendor Total		30.00		
FYTD for VASQUEZ, LIZ		30.00		
VERIZON				
1/24/2011	206062	1,683.14	BACKBONE CHARGES	1,683.14
Vendor Total		1,683.14		
FYTD for VERIZON		11,861.61		
VERIZON CALIFORNIA				
1/31/2011	206160	618.41	PHONE CHRGS-ERC	618.41
Vendor Total		618.41		
FYTD for VERIZON CALIFORNIA		5,053.34		
VICTOR MEDICAL CO				
1/10/2011	205835	783.00	ANIMAL MEDICAL SUPPLIES	783.00
Vendor Total		783.00		
FYTD for VICTOR MEDICAL CO		8,299.81		
VIGIL, ERNEST				
1/3/2011	881868	318.73	RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		2,231.11		
VINCENT, CLARENCE				
1/3/2011	205794	1,657.32	JAN - 1/2 OF NOV '10, PAID JAN	1,657.32
Vendor Total		1,657.32		
FYTD for VINCENT, CLARENCE		1,657.32		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VINTAGE ROOFING AND SOLAR CO, INC				
1/24/2011	206063	70.35		
			REFUND-BUS.LIC OVERPYMT	70.35
Vendor Total		70.35		
FYTD for VINTAGE ROOFING AND SOLAR CO, INC		70.35		
VISION SERVICE PLAN				
1/18/2011	881929	4,554.54		
			EMPLOYEE VISION INSURANCE	4,554.54
Vendor Total		4,554.54		
FYTD for VISION SERVICE PLAN		30,531.47		
VISTA PAINT CORPORATION				
1/10/2011	205836	999.23		
			PAINT & SUPPLIES	937.21
			PAINT & SUPPLIES	62.02
Vendor Total		999.23		
FYTD for VISTA PAINT CORPORATION		6,041.62		
VULCAN MATERIALS CO, INC.				
1/10/2011	205837	103.17		
			ASPHALTIC MATERIALS	103.17
1/31/2011	206161	486.00		
			ASPHALTIC MATERIALS	171.69
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	104.54
Vendor Total		589.17		
FYTD for VULCAN MATERIALS CO, INC.		15,606.55		
WAGGONER JR., GLENN C.				
1/3/2011	881869	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for WAGGONER JR., GLENN C.		2,231.11		
WAGNER, GARY D.				
1/3/2011	881870	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		2,212.27		



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WAGONER, ROBERT				
1/3/2011	881871	360.40	12-8-10 - 2-8-11, PAID JAN '11	360.40
Vendor Total		360.40		
FYTD for WAGONER, ROBERT		1,441.60		
WAGY, CARYLON				
1/3/2011	205795	318.73	DEC '10, PAID JAN '11	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		2,231.11		
WALKER, ANTHONY				
1/18/2011	205928	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for WALKER, ANTHONY		50.00		
WALKER, DONNA JEAN				
1/18/2011	881930	38.00	INSTRUCTION SVCS-1 DAY	38.00
Vendor Total		38.00		
FYTD for WALKER, DONNA JEAN		304.00		
WANG'S APARTMENT				
1/18/2011	205929	95.00	REFUND-BUS.LIC OVERPYMT	95.00
Vendor Total		95.00		
FYTD for WANG'S APARTMENT		95.00		
WASSON, KIRK				
1/18/2011	881931	228.00	INSTRUCTION SVCS-6 DAYS	228.00
Vendor Total		228.00		
FYTD for WASSON, KIRK		722.00		
WAXIE SANITARY SUPPLY				
1/18/2011	205930	97.95	JANITORIAL SUPPLIES	56.06
			JANITORIAL SUPPLIES	34.01
			JANITORIAL SUPPLIES	7.88
Vendor Total		97.95		
FYTD for WAXIE SANITARY SUPPLY		97.95		



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WELLS FARGO BANK				
1/24/2011	206064	2,000.00	A/C 22631700 TABS SERIES A	2,000.00
1/31/2011	206162	4,000.00	TRUSTEE ANNUAL ADMIN CHRGS TRUSTEE ANNUAL ADMIN CHRGS	2,000.00 2,000.00
Vendor Total		6,000.00		
FYTD for WELLS FARGO BANK		14,500.00		
WELLS FARGO BANK, NA				
1/31/2011	206163	750.00	ESCROW RE: 97 LRB PRIVT PLCMNT	750.00
Vendor Total		750.00		
FYTD for WELLS FARGO BANK, NA		750.00		
WELLS FARGO CORPORATE TRUST				
1/3/2011	110101	1,273.34	INT ON 97 CH COP VAR RATE BOND	1,273.34
Vendor Total		1,273.34		
FYTD for WELLS FARGO CORPORATE TRUST		5,779,064.04		
WEST COAST DRYWALL & PAINT				
1/24/2011	206065	25.52	REFUND-BUS.LIC OVERPYMT	25.52
Vendor Total		25.52		
FYTD for WEST COAST DRYWALL & PAINT		25.52		
WEST PUBLISHING CORPORATION				
1/31/2011	206164	535.00	AUTO TRACK SVCS-PD	535.00
Vendor Total		535.00		
FYTD for WEST PUBLISHING CORPORATION		3,710.00		
WESTCON ELEVATOR, INC				
1/24/2011	206066	32.30	REFUND-BUS.LIC OVERPYMT	32.30
Vendor Total		32.30		
FYTD for WESTCON ELEVATOR, INC		32.30		
WESTERN INSULATIONS, LP				
1/24/2011	206067	74.17	REFUND-BUS LIC OVRPMT	74.17
Vendor Total		74.17		
FYTD for WESTERN INSULATIONS, LP		74.17		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN MUNICIPAL WATER DISTRICT				
1/24/2011	206068	163.33		
			WATER CHARGES	41.22
			WATER CHARGES	61.83
			WATER CHARGES	60.28
Vendor Total		163.33		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		15,595.04		
WHEMPNER, LYLE				
1/24/2011	206069	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for WHEMPNER, LYLE		20.00		
WIELIN, RONALD A.				
1/3/2011	881872	318.73		
			RETIREE MED JAN '11	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		2,231.11		
WILLDAN AND ASSOCIATES				
1/24/2011	206070	8,474.16		
			PROF.SVCS-PLAN CHECKS	8,474.16
Vendor Total		8,474.16		
FYTD for WILLDAN AND ASSOCIATES		82,201.48		
WILLIAMS, JANE L.				
1/3/2011	881873	200.93		
			DEC '10, PAID JAN '11	128.78
			VSP SEPT-NOV '10, PAID JAN '11	72.15
Vendor Total		200.93		
FYTD for WILLIAMS, JANE L.		1,168.14		
WILLIAMS, LARRY				
1/3/2011	205796	3,710.00		
			DEC 09-NOV 10, PD JAN '11	3,710.00
Vendor Total		3,710.00		
FYTD for WILLIAMS, LARRY		3,710.00		
WILLOUGHBY, LORIA				
1/24/2011	881969	26.50		
			MILEAGE REIMBURSEMENT	26.50
Vendor Total		26.50		
FYTD for WILLOUGHBY, LORIA		326.50		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES				
1/18/2011	205931	2,317.00	REFUND-CLOSED-CHG.ZONE	2,317.00
Vendor Total		2,317.00		
FYTD for WINCHESTER ASSOCIATES		2,317.00		
WINZLER & KELLY CONSULTING ENGINEERS				
1/31/2011	881995	11,210.00	TEMP STAFFING SVCS-UTILITIES	11,210.00
Vendor Total		11,210.00		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS		52,057.50		
WIRZ & COMPANY				
1/10/2011	205838	6.37	SALES TAXES FOR TOW LABELS	6.37
Vendor Total		6.37		
FYTD for WIRZ & COMPANY		2,087.80		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
1/18/2011	881932	130.00	JANITORIAL SVCS-SENIOR SPECIAL	130.00
1/24/2011	881970	3,208.75	JANITORIAL SVCS-DAY PORTER JANITORIAL SVCS-FAC.ANNEX CLEANING SVCS-TOWNGATE	1,768.75 960.00 480.00
1/31/2011	881996	24,980.97	JANITORIAL SVCS-SNNYMD ELEM JANITORIAL SVCS-RAINBOW ELEM JANITORIAL SVCS-MAPLE ELEM JANITORIAL SVCS-STARS JANITORIAL SVCS-SNNYMD MIDDLE JANITORIAL SVCS-FAC ANNEX SPECIAL CLEANINGS-CONF & REC C JANITORIAL SVCS-CITY HALL JANITORIAL SVCS-CITY YARD JANITORIAL SVCS-TRANS. TRAILER JANITORIAL SVCS-EMERG OPS CTR JANITORIAL SVCS-SP DIST ANNEX JANITORIAL SVCS-FACIL. ANNEX JANITORIAL SVCS-LIBRARY JANITORIAL SVCS-MARCH FIELD JANITORIAL SVCS-PUB SFTY BLDG JANITORIAL SVCS-GOLF PRO SHOP JANITORIAL SVCS-MVTV STUDIO JANITORIAL SVCS-SENIOR CTR JANITORIAL SVCS-CONF & REC CTR JANITORIAL SVCS-TS ANNEX JANITORIAL SVCS-TOWNGATE C.C. CARPET DRYING-PD CHIEF'S OFFCE PORT. EXTRACTOR TO DRY CARPET	184.10 310.19 310.19 224.16 152.10 1,080.00 2,625.00 3,532.79 260.28 73.80 516.27 551.73 93.24 1,328.85 955.70 5,564.25 644.70 58.05 1,916.18 3,447.93 340.08 691.38 20.00 100.00
Vendor Total		28,319.72		
FYTD for WURM'S JANITORIAL SERVICES, INC.		188,298.85		

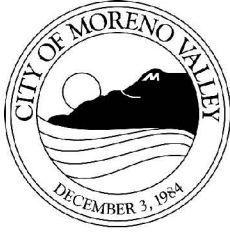


City of Moreno Valley

Check Register

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

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
1/18/2011	205934	1,571.48		
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER RNTL/MAINT-PARKS	432.66
1/31/2011	206165	8,664.45		
			COPIER EXCESS PRINTS-STARS	2,619.28
			COPIER EXCESS PRINTS-STARS	1,895.34
			COPIER RNTL/MAINT-STARS	114.49
			COPIER EXCESS PRINTS-STARS	2,888.43
			COPIER RNTL/MAINT-STARS	114.49
			COPIER EXCESS PRINTS-STARS	2,366.58
			COPIER RNTL/MAINT-GRAPHICS	1,422.13
			COPIER RNTL/MAINT-GRAPHICS	397.79
			CREDIT-METER EXCESS PRINTS	-1,522.09
			CREDIT-METER EXCESS PRINTS	-1,631.99
Vendor Total		10,235.93		
FYTD for XEROX		47,777.96		
YAMASHITA, JULIA J.				
1/3/2011	881875	309.40		
			OCT-NOV '10, PAID JAN '11	309.40
Vendor Total		309.40		
FYTD for YAMASHITA, JULIA J.		1,237.60		
ZELAYA, XENIA				
1/24/2011	206071	47.00		
			REFUND-CLASS REGIST	47.00
Vendor Total		47.00		
FYTD for ZELAYA, XENIA		47.00		
Subtotal		1,176,392.93		
GRAND TOTAL		12,324,061.41		



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>CAF</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: March 22, 2011

TITLE: AUTHORIZATION TO EXECUTE AGREEMENTS WITH THE YMCA FOR MORRISON PARK FIRE STATION -- PROJECT NO. 11-43472527

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015.
2. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017.
3. Authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto.

BACKGROUND

On June 10, 2008, the City Council awarded an agreement to STK Architecture (STK) for design professional consultant services for the Cottonwood Fire Station. The City Council also authorized the selected consultant to design future Fire Station Nos. 65 and 107 (Morrison Park) based on a qualification-based selection process subject to funding availability, fee negotiations with the preferred consultant, STK, and City Council approval.

In approving the FY 09/10 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 Architecture, Inc. for 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 adjacent property along the north property line, APN 487-370-015, is owned by YMCA of Riverside City and County. This is the future site of the YMCA Youth Center. The Morrison Park Fire Station will be a two-bay fire station with a modified floor plan layout. The fire station will have two driveways accessing from Morrison Street. The northernmost driveway is located directly opposite to Rockport Drive to facilitate the traffic along Morrison Street. This northernmost driveway will be dedicated as a shared driveway between the Fire Station and the future YMCA Youth Center.

As part of the City Condition of Approval for construction of the Morrison Park Fire Station, the City of Moreno Valley and YMCA of Riverside City and County shall enter an Irrevocable Reciprocal Easement for Ingress and Egress to provide right of way for vehicular traffic entering the Fire Station and YMCA Youth Center through the northernmost driveway.

ALTERNATIVES

1. Approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and authorize the City Manager to execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will facilitate the construction of needed facilities.*
2. Do not approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-015, do not approve an "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for access through APN 487-370-017, and do not authorize the City Manager to

execute said "Irrevocable Reciprocal Easement for Ingress and Egress" for APN 487-370-015 and APN 487-370-017 with the YMCA in the forms attached hereto. *This alternative will result in the delay of needed facilities.*

FISCAL IMPACT

The project is funded using 2007 Redevelopment Agency Tax Allocation Bond Series A proceeds (Fund 897) that were specifically allocated for the design and construction of the Morrison Park Fire Station. These funds must be used for their intended purpose and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGET

Fiscal Year 2010/2011 (897.91729)	<u>\$6,276,000</u>
Total Funding	\$6,276,000

ESTIMATED PROJECT COSTS

Final Design/Environmental Assessment/Const. Administration Services (including 10% contingency).....	\$ 766,000
Inspection, Testing, Geotechnical, and Survey services	\$ 155,000
Communications (Riverside County IT services).....	\$ 50,000
Construction (including furniture and furnishings)	\$5,200,000
Administrative Costs (permits, utility fees, Plan Check staff, misc.)	<u>\$ 100,000</u>
Total Estimated Project Cost	\$6,271,000

PRELIMINARY PROJECT SCHEDULE

Design Phase	April 2010 - June 2011
Bid and Award.....	July 2011 – September 2011
Notice of Construction Award.....	October 2011
Begin Construction.....	November 2011
Complete Construction.....	October 2012
Occupancy	November 2012

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

Staff recommends the City Council approve the "Irrevocable Reciprocal Easement for Ingress and Egress" with the YMCA for shared use of the driveway separating the YMCA and Morrison Park Fire Station properties.

ATTACHMENTS

- Attachment "A" – Location Map
- Attachment "B" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-015
- Attachment "C" – Irrevocable Reciprocal Easement for Ingress and Egress with the YMCA for access through APN 487-370-017

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

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

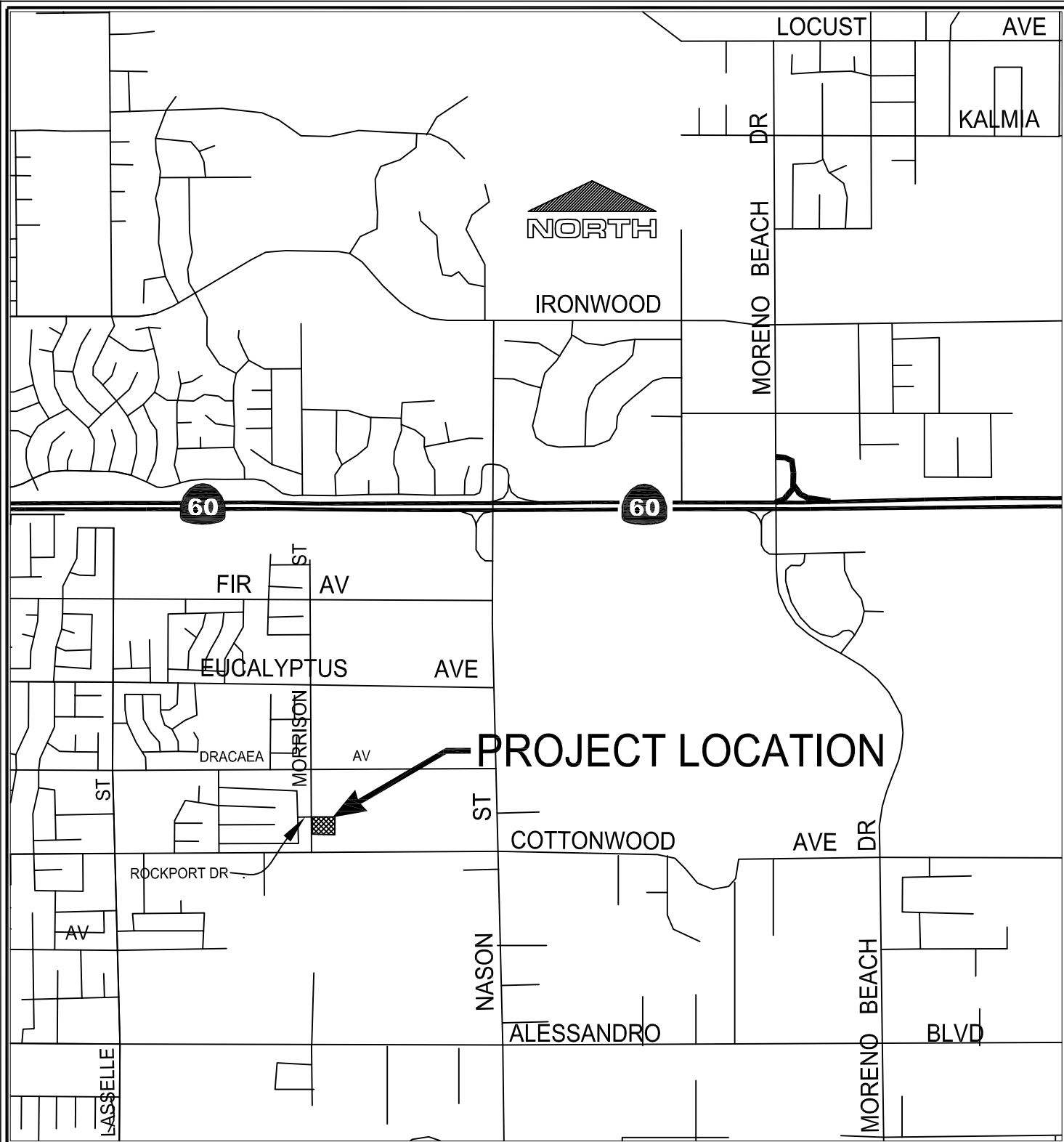
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/
Assistant City Engineer

Concurred By:
Steve Curley
Fire Chief

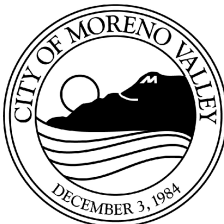
Concurred By:
Barry Foster
Economic Development Director

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

\\Zurich\shared\PublWork\CapProj\CapProj\PROJECTS\Henry - 11-43472527 - Morrison Park Fire Station\CC Reports\YMCA Agreement - 03-22-11 -- Morrison Park Fire Station.doc



LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

Attachment "A"

Morrison Park Fire Station

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RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-015

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between YMCA of Riverside City and County ("Grantor") and City of Moreno Valley, A Municipal Corporation ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

- A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles exiting the Dominant Tenement from Morrison Street.
- B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "B"

- C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Southwest Corner of the Servient Tenement and the Northwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.
- D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantor agrees to not use this easement for a means of access for traffic during the construction of any site improvements on the Servient Tenement without written approval from the Grantee.
- E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.
- F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.
- G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.
- H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

YMCA of Riverside City and County

Grantor's Signature:		Date: _____
Grantor's Name, Title:		
Grantor's Signature:		Date: _____
Grantor's Name, Title:		

City of Moreno Valley, a municipal corporation

Grantee's Signature:		Date: _____
	HENRY GARCIA, City Manager	

Approved as to Form:		Date: _____
	City Attorney	

RECORDING REQUESTED BY :
CITY OF MORENO VALLEY
WHEN RECORDED MAIL THIS
DOCUMENT TO:

CITY OF MORENO VALLEY
CAPITAL PROJECTS DIVISION
P.O. BOX 88005
MORENO VALLEY, CA 92553-0805

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley, CA

Tax Assessor's Parcel No. 487-370-017

IRREVOCABLE RECIPROCAL EASEMENT FOR INGRESS AND EGRESS

This easement agreement ("Agreement") is made by and between City of Moreno Valley, A Municipal Corporation ("Grantor") and YMCA of Riverside City and County ("Grantee") in order to create an irrevocable reciprocal easement for ingress and egress.

RECITALS

1. Grantor is the owner of certain real property ("Servient Tenement") located at 13400 Morrison Street in the City of Moreno Valley, County of Riverside, State of California as described in the Quitclaim Deed Recorded November 4, 2009 as Document Number 2009-0572626, Records of said County and included with this agreement as Exhibit "A" and hereby incorporated by this reference.
2. Grantee is the owner of certain real property ("Dominant Tenement") located at the Northeast Corner of the Morrison Street and Rockport Drive Intersection in the City of Moreno Valley, County of Riverside, State of California described in the Corporation Grant Deed Recorded May 4, 1987 as Instrument Number 1762364-2, records of said County and included with this agreement as Exhibit "B" and hereby incorporated by this reference.
3. By entering into this agreement, the Grantor seeks to satisfy the requirements of the City of Moreno Valley, as set forth in the Conditional Use Permit Planning Case PA10-0032.
4. To this end, Grantor is required to grant an irrevocable reciprocal easement between the Servient Tenement and the Dominant Tenement

EASEMENT

Grantor grants Grantee the following easement over a portion of the Servient Tenement, as legally described in the attached Exhibit "C", hereby incorporated by this reference. The easement shall be subject to the terms and conditions set forth below.

- A. This easement is appurtenant to the Dominant Tenement and provides for a right of way for ingress and egress of vehicular traffic, in order to provide an alternative means for vehicles entering the Dominant Tenement from Morrison Street.
- B. This easement provides for the incidental rights to construct any improvements necessary for ingress, egress, maintenance and repair.

Attachment "C"

- C. The access point between the Servient Tenement and the Dominant Tenement shall be located at the Northwest Corner of the Servient Tenement and the Southwest Corner of the Dominant Tenement, extending over and across drive aisles on the servient easement between said location and the nearest point of driveway ingress and egress from Morrison Street on the Servient Tenement. The Grantor reserves the right to take the access easement on and over the Servient Tenement out of service for temporary maintenance and repairs within or in the immediate vicinity of the irrevocable reciprocal access easement area.
- D. This easement is nonexclusive. Grantor retains the right to make any use of the Servient Tenement in a manner that does not unreasonably interfere with Grantee's ability for ingress and egress to the Dominant Tenement. Grantee may not use this easement for a means of access for traffic during the construction of any site improvements on the Dominant Tenement, nor shall Grantee unreasonably interfere with the ability for ingress and egress to the Servient Tenement by the Grantor without written approval from the Grantor.
- E. The Grantor and the Grantee shall equally bear the cost of normal repair maintenance of the improvements located within the easement area.
- F. In consideration for this easement, the Grantee shall execute an irrevocable reciprocal easement in favor of the Grantor.
- G. These covenants and conditions shall run with the land in perpetuity and shall be binding upon the undersigned owners, every person having a fee, leasehold, or any other interest in the properties and their successors, heirs and assigns.
- H. This easement is irrevocable and shall remain in effect in perpetuity, except as modified or rescinded pursuant to the express written approval of the City of Moreno Valley.

City of Moreno Valley, a municipal corporation

Grantor's Signature:

HENRY GARCIA, City Manager

Date: _____

YMCA of Riverside City and County

Grantee's Signature:

Date: _____

Grantee's Name, Title:

Grantee's Signature:

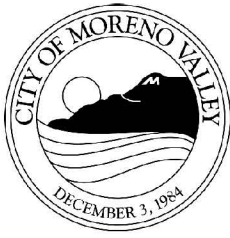
Date: _____

Grantee's Name, Title:

Approved as to Form:

City Attorney

Date: _____



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: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: 2010 ANNUAL REPORT OF THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council:

- 1) **RECEIVE AND FILE** the 2010 Annual Report of the Planning Commission; and
- 2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

PLANNING COMMISSION RECOMMENDATION

The 2010 Annual Report was adopted by the Planning Commission on February 24, 2011, and is forwarded to the City Council in accordance with the California Government code.

BACKGROUND

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2010 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

DISCUSSION

In 2010, the Planning Commission held public hearings on 8 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 16 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 609 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 82 plan check reviews.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Posting of City Council Agenda.

ATTACHMENTS/EXHIBITS

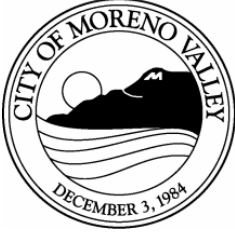
- 1) 2010 Annual Report of the Planning Commission.

Prepared By:
Grace Espino-Salcedo
Administrative Assistant

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terell, AICP
Planning Official

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



CITY OF MORENO VALLEY
Community & Economic Development Department
Planning Division

Planning Commission
ANNUAL REPORT
To the City Council

JANUARY – DECEMBER 2010

ATTACHMENT 1

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ACKNOWLEDGEMENTS

ACKNOWLEDGEMENTS

CITY COUNCIL (Elected)

	DISTRICT	TERM EXPIRES
Bonnie Flickinger, Mayor	4	November 2010
Robin Hastings, Mayor Pro-Tem	3	November 2012
William H. Batey II	5	November 2012
Jesse L. Molina	1	November 2012
Richard A. Stewart	2	November 2010

PLANNING COMMISSION (Appointed)

	TERM EXPIRES
Rick De Jong, Chairperson	March 31, 2011
Ray L. Baker, Vice-Chairperson	March 31, 2013
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
George Salas, Jr.	March 31, 2013
Maria Marzoeki	March 31, 2011
George Riechers	March 31, 2011

CITY MANAGER

Robert G. Gutierrez

DEPUTY CITY MANAGER

Rick Hartmann

COMMUNITY DEVELOPMENT DEPARTMENT

Kyle Kollar, Director

Planning Division

John Terell, AICP Planning Official
Darisa Vargas, Senior Administrative Assistant
Grace Espino-Salcedo, Administrative Assistant
Chris Ormsby, AICP Senior Planner
Mark D. Gross, AICP Senior Planner
Claudia Manrique, Associate Planner
Gabriel Diaz, Associate Planner
Jeffrey Bradshaw, Associate Planner
Julia Descoteaux, Associate Planner
Leticia Esquivel, Senior Permit Technician
Yahnel Bishop, Permit Technician
Summer Looy, Permit Technician

MAJOR ACCOMPLISHMENTS

MAJOR ACCOMPLISHMENTS

The Moreno Valley Planning Commission is committed to implementing the adopted General Plan, Development Code and Design Guidelines. The Development Code and Design Guidelines, combined with the adopted Landscape Development and Specifications, are the major tools to implement the General Plan.

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission has been working on during the 2010 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

Major Accomplishments in 2010 were:

Major development projects reviewed by the Planning Commission in 2010 were as follows:

- PA06-0173 (Plot Plan) Construction of 4,877 square feet neighborhood market located in the Village Commercial Zone (VC). Located at southeast corner of Alessandro and Redlands Boulevards (APNS: 478-430-002, 478-430-012, 013, 014 & 015).
- PA07-0147 (Plot Plan), PA07-0157 (Tentative Parcel Map No. 35837) Plot Plan for a 353,869 square foot warehouse distribution building on approximately 16.55 acres. The project includes a Tentative Parcel Map to merge the two existing parcels into one parcel. The site is zoned Light Industrial (LI) which allows for warehouse distribution facilities. Located at the northeast corner of Cactus Avenue and Joy Street.
- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial © zones. Location: Citywide.
- PA07-0005 (Municipal Code Amendment), PA10-0004 (General Plan Amendment) Municipal Code Amendment to amend various chapters in Title 9 to change Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. A General Plan Amendment to revise 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. Location: Citywide.

-
- PA09-0025 (Plot Plan), PA09-0043 (Tentative Parcel Map No. 36262) Plot Plan with hearing for a vehicle fueling station with eight pumps, a 4,000 square foot convenience store, and a 968 square foot automated drive through carwash on 1.77 acres in the Community Commercial (CC) zone. Located at the southwest corner of Alessandro Boulevard and Moreno Beach Drive.
 - PA10-0012 (FY 2010-2011 Capital Improvement Plan Conformance with the General Plan) To make a finding that the Fiscal Year 2010-2011 Capital Improvement Plan is in conformance with the City of Moreno Valley's General Plan. Various locations throughout the City of Moreno Valley.
 - PA06-0185 (General Plan Amendment), PA06-0184 (Change of Zone), PA06-0183 (Tentative Tract Map No. 34748), P09-102 (Variance) Tentative Tract Map No. 34748 for a 135 single-family residential lot subdivision on 40 acres. This project includes a General Plan and Change of zone to change the land use from Business Park (BP) to Residential 5 (R5). Lot sizes will range from 7,200 square feet to 12,576 square feet. The proposed variance covers retaining walls on four lots (Lot Numbers 37, 38, 39 and 40) that are over three feet in height. Located at the southeast corner of Heacock Street and Gentian Avenue.
 - PA08-0079 (Master Plot Plan), PA08-0080 (Plot Plan), PA08-0081 (Tentative Tract Map No. 36083) Tentative Tract Map No. 36083 to subdivide a 16.9 acres parcel into 6 pads for commercial retail use. Pad A will include a WinCo Supermarket (95,440 square feet) and Pad F additional retail space (14,800 square feet). No specific buildings have been submitted for the other four parcels. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.
 - PA09-0045 (Conditional Use Permit) Proposal for the installation of a 50-foot tall monopine telecommunications facility to include 12 antennas, 12TMA antennas, one microwave dish, tow GPS antennas and the associated ground equipment. The monopine and the equipment shelter will be located on the west side of Cottonwood Park in the Residential Agricultural 2 (RA2) zone. Located on the east side of Lasselle Street, between Alessandro Boulevard and Bay Avenue.
 - PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.
 - PA10-0021 (General Plan Amendment) General Plan Amendment to modify the City's Bikeway Plan. Location: Citywide.
 - PA10-0031 (Municipal Code Amendment) Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding pharmacy land use to the Business Park Mixed-Use (BPX) zone. Location: Citywide.
-

-
- PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.
 - PA09-0027 (Conditional Use Permit) Conditional Use Permit to allow Big 6 Food Mart, a convenience store, to sell alcohol. The alcohol sales would be limited to the license from Alcohol Beverage Control for beer and wine only (Type-20 Off-Sale Beer and Wine license) within the hours of 8:00 a.m. and 8:30 p.m. Located at 21748 Cottonwood Avenue (APN: 263-160-037). **(DENIED)**

Other Development Projects reviewed by the Planning Commission in 2010 as follow:

- P10-002 (Amended Plot Plan) Amended Plot Plan for modification of the original conditions of approval for Tentative Parcel Map No. 33275 to re-classify all public roads within the development as private and to eliminate the requirement for a public improvement agreement and security deposit. Located north of Alessandro Boulevard and west of Wilmot Street at Gifford Avenue and Curtis Street. **(DENIED)**
- P10-020 (Conditional Use Permit) Construction of a new 8,700 square foot multipurpose/sanctuary located in the Community Commercial (CC) Zone. Located at 23750 Alessandro Boulevard (APNs: 296-300-005 & 296-300-007).

GENERAL PLAN IMPLEMENTATION

GENERAL PLAN IMPLEMENTATION

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2010:

- PA07-0007 (Municipal Code Amendment) To amend Municipal Code regulations regarding: (1) trash enclosures, (2) parking standards for nail salons and hotels, (3) on street parking standards for cul-de-sac lots and flag lot width standards, (4) service station design, (5) retaining walls, (6) consolidate parking and circulation section of design guidelines into Chapter 9.11 parking and loading requirements, (7) parking lot planter islands, (8) add a dimension standard for trailer parking spaces and a requirement for the number of trailer parking spaces required, (9) permitting personal services in the Office Commercial (OC) and Business Park Mixed-Use (BPX) zones, (10) landscape setback for Commercial (C) zones. Location: Citywide.
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- PA09-0024 (Municipal Code Amendment) An update to the Municipal Code revising the second unit development standards to include all second units in all residential zones and deleting the granny unit section; also an update to the single-family design standards to include four-sided architecture and to modify the title of the Landscape Requirements. Location: Citywide.

-
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 - PA08-0053 (Amendment of the General Plan Housing Element) 2008-2014 Housing Element Review. Citywide.



PROJECT ACTIVITY



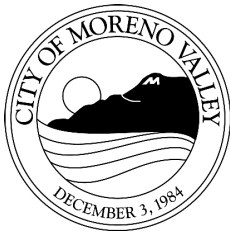
PROJECT ACTIVITY

SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2010 THROUGH DECEMBER 2010

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	1
Change of Zone	1
Conditional Use Permit	3
Conditional Use Permit Amendment	0
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	4
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	4
Plot Plan Amendment	0
Reversion to Acreage	0
Specific Plan Amendment	0
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	2
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	1
10 Year Capital Plan Amendment	1
TOTAL PROJECTS	24

* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **609** Administrative Approvals and **82** plan check reviews in 2010.

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, Acting Assistant City Manager

AGENDA DATE: March 22, 2011

TITLE: Consideration of the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority

RECOMMENDED ACTION

Staff recommends that the City Council approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document.

BACKGROUND

The Western Riverside Regional Conservation Authority (RCA) was formed in 2004 to administer and implement the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). A joint powers authority, the RCA collectively acquires, administers, operates, and maintains land and facilities for ecosystem conservation and habitat reserves for certain rare, threatened and endangered species covered by the MSHCP. The RCA consists of the County of Riverside and the Cities of Moreno Valley, Lake Elsinore, Hemet, Perris, Riverside, Temecula, Corona, Banning, Beaumont, Norco, Calimesa, Murrieta, San Jacinto, Canyon Lake, Wildomar and Menifee. The City is represented on the RCA Board by Council Member William Batey.

DISCUSSION

The joint powers agreement for the Regional Conservation Authority was originally executed by the County of Riverside and 14 cities in 2004. In March, 2009, the agreement was amended to include the new cities of Wildomar and Menifee. At the February 7, 2011 meeting, the RCA Board of Directors approved the Fourth Amended and Restated agreement adding the City of Eastvale to the joint powers authority upon approval of all the member agencies.

ALTERNATIVES

- 1) Approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff recommends this alternative.*

- 2) Not approve the Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority and authorize the Mayor to execute the proposed document. *Staff does not recommend this alternative.*

FISCAL IMPACT

The proposed amendment to the agreement will have no fiscal impact to the City.

SUMMARY

The approval of the proposed Fourth Amended and Restated Joint Exercise of Powers Agreement creating the Western Riverside Regional Conservation Authority would indicate the City’s approval to add the City of Eastvale to the RCA.

COUNCIL GOALS

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

Advocacy: Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

ATTACHMENTS/EXHIBITS

Exhibit “A”: Letter dated February 7, 2011 and Fourth Amended and Restated Agreement

Prepared By:
Michelle Dawson
Acting Assistant City Manager

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



CITY MANAGER
MORENO VALLEY
RECEIVED
2011 FEB 14 AM 9:51

February 7, 2011

Board of Directors

- Chairman
Jeff Stone
County of Riverside
- Vice Chairman
Jim Hyatt
City of Calimesa
- Kevin Bash
City of Norco
- William Batey
City of Moreno Valley
- Ben Benoit
City of Wildomar
- John Benoit
County of Riverside
- Roger Berg
City of Beaumont
- Randy Bonner
City of Canyon Lake
- Bob Buster
County of Riverside
- Maryann Edwards
City of Temecula
- Thomas Fuhrman
City of Menifee
- Mike Gardner
City of Riverside
- Linda Krupa
City of Hemet
- Alan Long
City of Murrieta
- John Machisic
City of Banning
- Melissa Melendez
City of Lake Elsinore
- Scott Miller
City of San Jacinto
- Eugene Montanez
City of Corona
- John Tavaglione
County of Riverside
- Mark Yarbrough
City of Perris

The Honorable Richard A. Stewart, Mayor
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: CITY COUNCIL ACTION REQUESTED – FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY

Dear Mayor Stewart:

The Board of Directors of the Western Riverside County Regional Conservation Authority, at their meeting of February 7, 2011, approved the Fourth Amended and Restated Joint Exercise of Powers Agreement (JPA) creating the Western Riverside County Regional Conservation Authority. Said amended agreement would add the City of Eastvale to the joint powers authority once all of the member agencies have adopted the proposed amended agreement.

Enclosed is the proposed Amended and Restated JPA along with 26 signature pages for the City of Moreno Valley. We are requesting 26 original signatures in order that all of the member agencies may be provided with a fully executed original of the JPA. Each member agency must place the item on the agenda for approval. Once it is approved, please return the JPA with the 26 original signature pages to me. Once all of the signature pages are received, each member agency will be provided with a fully executed original JPA for their records.

Your expeditious approval of the Fourth Amended and Restated Joint Exercise of Powers Agreement would be greatly appreciated in order that the City of Eastvale may become a member agency of the Western Riverside County Regional Conservation Authority as soon as possible. Should you have any questions, please feel free to call me at (951) 955-9700.

Sincerely,

Honey Bernas
Director of Administrative Services

Enclosures: Fourth Amended and Restated Joint Exercise of Powers Agreement Creating the Western Riverside County Regional Conservation Authority with 26 Signature Pages

cc: Jane Halstead, City Clerk
Henry T. Garcia, City Manager

Executive Staff

Charles Landry
Executive Director

3403 10th Street, Suite 320
Riverside, California 92501
P.O. Box 1667
Riverside, California 92502-1667
Phone: (951) 955-9700
Fax: (951) 955-8873
www.wrc-rca.org

Exhibit "A"

1 **FOURTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**
2 **CREATING THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION**
3 **AUTHORITY**

4 This Joint Powers Agreement dated _____, 2011 is made by and
5 between the COUNTY OF RIVERSIDE, and the Cities of BANNING, BEAUMONT,
6 CALIMESA, CANYON LAKE, CORONA, EASTVALE, HEMET, LAKE ELSINORE,
7 MENIFEE, MORENO VALLEY, MURRIETA, NORCO, PERRIS, RIVERSIDE, SAN
8 JACINTO, TEMECULA and WILDOMAR, hereinafter sometimes referred to collectively
9 as "Parties," for the purpose of acquiring, administering, operating and maintaining land
10 and facilities for ecosystem conservation and habitat reserves for certain rare,
11 threatened and endangered species covered by the Western Riverside County Multiple
12 Species Habitat Conservation Plan, hereinafter referred to as the "MSHCP."

13 **RECITALS**

14 WHEREAS, the Cities and the County, hereinafter sometimes jointly referred to
15 as "Parties", are authorized and empowered to contract with each other for the joint
16 exercise of powers pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with
17 Section 6500) of the Government Code of the State of California, hereinafter referred to
18 as "the Act"; and

19 WHEREAS, the County and the Cities each have the authority and power to
20 prepare and implement habitat conservation plans for the protection of rare, threatened
21 and endangered species, and to acquire, own, maintain and operate habitat reserves for
22 such species in connection with said habitat conservation plans; and

23 WHEREAS, the formation of a single public agency would most efficiently serve
24 the interests of the County and Cities by allowing the County and the Cities to jointly
25 exercise the aforementioned powers; and

26 WHEREAS, the County in consultation with the Cities has prepared the MSHCP;
27 and

28 WHEREAS, the County and the Cities desire to organize themselves pursuant to

1 this Joint Powers Agreement, hereinafter referred to as the "Agreement", to implement
2 the MSHCP should the MSHCP ultimately be approved by the County and Cities; and

3 WHEREAS, the original Joint Powers Agreement was dated January 27, 2004
4 and was entered into between the County of Riverside and fourteen (14) cities in
5 western Riverside County; and

6 WHEREAS, the Cities of Menifee and Wildomar became member agencies on
7 April 7, 2009; and

8 WHEREAS, the parties and the City of Eastvale desire that the City of Eastvale
9 become a member of the Western Riverside County Regional Conservation Authority.

10 NOW, THEREFORE, for and in consideration of the mutual covenants and
11 conditions hereinafter stated, the Parties hereto agree as follows:

12 **Section 1. Purpose.** The purpose of this Agreement is to create a public
13 agency to acquire, administer, operate and maintain land and facilities to establish
14 habitat reserves for the conservation and protection of species covered by the MSHCP
15 and to implement the MSHCP in the event the MSHCP is approved by the County and
16 Cities and appropriate permits are issued by the U.S. Fish and Wildlife Service and the
17 California Department of Fish and Game.

18 Additionally, this Agreement shall permit the financing of public capital
19 improvements and those purposes permitted under the Marks-Roos Local Bond Pooling
20 Act of 1985, being Article 4 (commencing with Section 6584) of Chapter 5, Division 7,
21 Title 1 of the California Government Code (the "Bond Law").

22 **Section 2. Creation of the Authority.** Pursuant to the Act and the Bond Law,
23 there is hereby created a public agency to be known as the "Western Riverside County
24 Regional Conservation Authority," hereinafter referred to as the "RCA." The RCA shall
25 be a public agency, separate and apart from its members, and as provided by law and
26 not otherwise prohibited by this Agreement, shall be empowered to take such actions as
27 may be necessary or desirable to implement and carry out the purposes of this
28 Agreement.

1 **Section 3. Powers.** In carrying out the purpose of this Agreement, the RCA
2 shall have the following powers:

- 3 A. To make and enter into contracts;
- 4 B. To employ agents, consultants, attorneys and employees;
- 5 C. To acquire property, and any interest in property, both real and personal by
6 purchase, gift, option, grant, bequest, devise or otherwise, and hold and
7 dispose of such property;
- 8 D. To conduct and direct studies and to develop and implement plans to
9 complement, modify or supplement the MSHCP;
- 10 E. To incur debts, liabilities, and obligations;
- 11 F. To sue and be sued in its own name;
- 12 G. To employ reserve managers and other personnel to operate, maintain, and
13 administer the habitat reserves established through implementation of the
14 MSHCP;
- 15 H. To be an applicant, make applications for, and receive grants from
16 governmental and private entities and to participate in State bond issues;
- 17 I. To prepare project reports and applications, to qualify for grants, and to enter
18 into grant contracts and to do all other things necessary to comply with State
19 and Federal laws and regulations with respect to grants;
- 20 J. To borrow or receive advances of funds from its members or from such other
21 sources as may be permitted by law;
- 22 K. To contract with its members and other entities who operate or will operate the
23 habitat reserves established through implementation of the MSHCP;
- 24 L. To issue bonds, notes, warrants and other evidences of indebtedness to
25 finance costs and expenses to carry out the powers of the RCA;
- 26 M. To acquire, hold, and dispose of equipment;

- 1 N. To lobby state and federal governments and their officials as well as private
2 entities to obtain funding for implementation of the MSHCP and employ
3 individuals or entities to conduct such lobbying activities on its behalf; and
4 O. To exercise the powers granted to it under the Act, including, but not limited to,
5 the Bond Law and the powers common to each member, as may be necessary
6 to accomplish the purposes of this Agreement.
7 P. To invest money in the treasury pursuant to Section 6505.5 of the Act that is not
8 required for the immediate necessities of the Authority, as the Authority
9 determines is advisable, in the same manner and upon the same conditions as
10 local agencies, pursuant to Section 53601 of the California Government Code.

11 **Section 4. Term.** The term of this Agreement shall continue until terminated by
12 the Parties hereto by their mutual written consent as set forth in Section 5 of this
13 Agreement.

14 **Section 5. Termination, Withdrawal and Amendment.**

15 A. This Agreement shall be automatically terminated and considered null and
16 void in the event the MSHCP is not approved by the County and the Cities or
17 appropriate permits are not issued by the U.S. Fish and Wildlife Service and the
18 California Department of Fish and Game.

19 B. Any Party to this Agreement may withdraw for any reason upon giving all
20 other Parties sixty (60) days advance written notice of the effective date of such
21 withdrawal. This Agreement shall thereupon be deemed automatically amended to
22 reflect the withdrawal of said Party from the RCA and this Agreement. Upon withdrawal
23 of any Party from the RCA and this Agreement, the withdrawing Party shall not receive
24 any distribution, partial or otherwise, of any cash or other assets of the RCA.

25 C. Provided there is mutual consent by the governing bodies of each of the
26 Parties to this Agreement, evidenced in writing, this Agreement may be: (1) amended to
27 add new Parties; or (2) amended to change any portion of this Agreement. Alternatively,
28 any Western Riverside County city may become a party to the Authority upon such terms

1 and conditions as established by the Board or Executive Committee. Any Western
2 Riverside County city shall become a party to the Authority by the adoption by the city
3 council of this Agreement and the execution of a written addendum to this Agreement
4 agreeing to the terms of this Agreement and agreeing to any additional terms and
5 conditions that may be established by the Board or Executive Committee.

6 D. The Parties to this Agreement specifically agree that this Agreement creates
7 an entity which may acquire or hold property. Pursuant to California Government Code
8 Sections 6511 and 6512, upon completion of the purposes of this Agreement or upon
9 termination thereof, any property or assets acquired or surplus money on hand which
10 was obtained pursuant to this Agreement and which is not required by law or contract to
11 be distributed in a different manner, may be returned to the then Parties to the
12 Agreement in proportion to the contributions made, or in the alternative, may be
13 transferred to any local, state, federal or private entity who agrees to assume the duties
14 and obligations of the RCA. However, any distribution of assets shall be subject to the
15 prior discharge of enforceable liability against the RCA. Subject to the foregoing, each
16 Parties proportionate share shall be based upon each Parties contributions to the RCA
17 submitted to the RCA in accordance with Sections 17.A. and B. below.

18 **Section 6. RCA Board and Membership.** This Agreement and the authority
19 hereby created shall be administered by the governing body of the RCA which shall be
20 known as the "Board of the Western Riverside County Regional Conservation Authority"
21 hereinafter referred to as the "Board."

22 The regular members of the Board shall be the five members of the Riverside
23 County Board of Supervisors and one member from each incorporated city who is
24 signatory to the Agreement. Written notification of the appointment of a City
25 representative shall be provided to the Chairperson of the Board.

26 Each member of the Riverside County Board of Supervisors may appoint an
27 alternate member and each City may appoint one alternate member. Each regular
28 member and alternate City appointed member must hold an elective office on the

1 respective governing body appointing the regular or alternate member. The Board of
2 Supervisors may appoint a city council member of a member city to represent each
3 Board of Supervisor member as an alternate at meetings of the RCA Board or
4 committees. Notwithstanding the prior sentence, in no event shall the same person
5 serve as a city representative and alternate for the Board of Supervisor's member of the
6 same meeting. Notice of the appointment of an alternate shall be made in writing to the
7 chairperson of the RCA Board. In the absence of a regular member, the alternate
8 member shall, if present, participate in a meeting of the Board the same as if the
9 alternate member were the regular member.

10 Regular members and alternate members shall serve on the Board during the
11 term for which they were appointed or until their successor has been appointed or their
12 appointment has been revoked, whichever is earlier. However, a regular or alternate
13 member's position on the Board shall automatically terminate if and when the term of the
14 elected public office of such regular or alternate member is terminated. When a vacancy
15 occurs, it shall be the duty of the respective Party having the vacancy to promptly inform
16 the Board of the name of the replacement regular or alternate member.

17 Regular members and alternate members, if participating in a meeting of the
18 Board on behalf of a regular member, shall be entitled to compensation for participation
19 in meetings of the Board and necessary traveling and personal expenses incurred in the
20 performance of the member's duties as authorized by the Board. Such compensation
21 shall be fixed by resolution of the Board.

22 **Section 7. Meetings of the RCA Board.**

23 A. **Meetings.** The Board shall establish the time and place for its regular and
24 special meetings. The dates, hour and location of regular meetings shall be fixed by
25 resolution of the Board and a copy of such resolution shall be provided to the governing
26 body of each of the Parties and with each Party's designated regular and alternate
27 member. Special meetings and adjourned meetings may be held as required or
28 permitted by law.

1 B. Ralph M. Brown Act. All meetings of the Board, including without
2 limitation, regular, special and adjourned meetings, shall be called, noticed, held and
3 conducted in accordance with the provisions of the Ralph M. Brown Act (commencing
4 with Section 54950 of the California Government Code).

5 C. Quorum and Voting. A majority of the members of the Board shall
6 constitute a quorum for the transaction of business and all official acts of the Board shall
7 require the affirmative vote of a majority of the members of the Board. Each regular
8 member or alternate member acting in the place of a regular member shall have one
9 vote at meetings of the Board. However, any member of the Board, immediately after a
10 vote of the Board and prior to the start of the next item on the agenda may call for a
11 weighted vote. For an item to be passed by weighted vote, all of the following
12 requirements shall be met:

13 I. the item shall be approved by a majority of the Board members
14 present at the meeting who represent the Riverside County Board of Supervisors, who
15 each shall have one vote;

16 II. the item shall be approved by a majority of the Board members
17 present at the meeting who represent Cities, who each shall have one vote; and

18 III. the item shall be approved by Board members present at the
19 meeting who represent Cities representing a majority of an equal combination of 1) the
20 population of the county living in incorporated areas within the boundaries of the MSHCP
21 Plan area, and 2) the number of acres currently within the Criteria Cells in the
22 incorporated areas as follows: Banning – 78 acres; Beaumont – 10,098 acres; Calimesa
23 – 3,380 acres; Canyon Lake – 303 acres; Corona – 2,315 acres; Eastvale – 1,024 acres;
24 Hemet – 1,158 acres; Lake Elsinore – 14,336 acres; Menifee – 249 acres; Moreno
25 Valley – 2,325 acres; Murrieta – 8,726 acres; Norco – 734 acres; Perris – 3,181 acres;
26 Riverside – 1,201 acres; San Jacinto – 4,580 acres; Temecula – 3,899 acres; and
27 Wildomar – 4,151 acres. Population data shall be determined through California
28 Department of Finance estimates, adjusted annually.

1 In addition, the Board may, through resolution, revise the above-referenced
2 number of acres due to the addition of a new member entity or other appropriate
3 adjustments as the Board deems necessary.

4 D. The Board may adopt, from time to time, such rules and regulations
5 for the conduct of its meetings and affairs as it may deem necessary, including, without
6 limitation, the designation of a person to record and transcribe the minutes of each
7 public meeting of the RCA.

8 **Section 8. Officers.** The Board shall select a Chairperson and a Vice-
9 Chairperson at its first meeting and at the first meeting held in each succeeding calendar
10 year. Additionally, at its first meeting and at the first meeting held in each succeeding
11 calendar year shall, the Board shall select any other officers it deems appropriate. In the
12 event an officer resigns or ceases to be an officer, the Board shall select a replacement
13 therefore at the next regular meeting of the Board. In the absence or inability of the
14 Chairperson to act, the Vice-Chairperson shall act as Chairperson.

15 A. **Treasurer.** The treasurer of a member agency shall serve as the
16 treasurer of the RCA. The Board pursuant to the adoption of a resolution shall appoint
17 the treasurer of a member agency to serve as the Treasurer. The Treasurer shall have
18 the custody of the RCA money and disburse RCA funds pursuant to the accounting
19 procedures developed in accordance with the provisions of this Agreement, the Act, and
20 with those procedures established by the Board. The Treasurer shall assume the duties
21 described in Section 6505.5 of the Government Code, namely: receive and receipt for
22 all money of the RCA and place in the Treasury of the Treasurer to the credit of the
23 RCA; be responsible upon an official bond as prescribed by the Board for the
24 safekeeping and disbursement of all RCA money so held; pay, when due, out of money
25 of the RCA so held, all sums payable, only upon warrants of the officer performing the
26 functions of the Controller who has been designated by the RCA or Board; verify and
27 report in writing on the first day of July, October, January and April of each year to the
28 RCA the amount of money held for the RCA, the amount of receipts since the last report,

1 and the amount paid out since the last report; and perform such other duties as are set
2 forth in this Agreement or specified by the Board.

3 B. **Controller.** The Finance Director of a member agency shall serve as
4 the Controller of the RCA. The Board pursuant to the adoption of a resolution shall
5 appoint the finance director of a member agency to serve as the Controller. The
6 Controller shall draw warrants to pay demands against the RCA when such demands
7 have been approved by the Board or by any other person authorized to so approve such
8 by this Agreement or by resolution of the Board. The Controller shall perform such
9 duties as are set forth in this Agreement and such other duties as are specified by the
10 Board.

11 There shall be strict accountability of all funds and reporting of all receipts
12 and disbursements. The Controller shall establish and maintain such procedures, funds
13 and accounts as may be required by sound accounting practices, the books and records
14 of the RCA in the possession of the Controller shall be open to inspection at all
15 reasonable times by representatives of the Parties.

16 The Controller, with the approval of the RCA, shall contract with an
17 independent certified public accountant or firm or certified public accountants to make an
18 annual audit of the accounts and records of the RCA, and a complete written report of
19 such audit shall be filed as public records annually, within six (6) months of the end of
20 the fiscal year under examination, with each of the Parties. Such annual audit and
21 written report shall comply with the requirements of Section 6505 of the Government
22 Code. The cost of the annual audit, including contracts with, or employment of such
23 independent certified public accountants in making an audit pursuant to this Agreement
24 shall be a charge against any unencumbered funds of the RCA available for such
25 purpose. The Board by unanimous vote, may replace the annual audit with a special
26 audit covering a two-year period.

27 **Section 9. MSHCP Advisory Committee.** Within thirty (30) days after
28 issuance of the permits by the U.S. Fish and Wildlife Service and California Department

1 of Fish and Game for the MSHCP, the Board shall form an MSHCP Advisory Committee.
2 The MSHCP Advisory Committee shall consist of the Riverside County Habitat
3 Conservation Agency (RCHCA) Board of Directors and one representative from each
4 City who is not a member of the RCHCA. Within six (6) months of execution of this
5 Agreement, or at any time thereafter, the Board may review the RCA organizational
6 structure established by this Agreement to determine if it is facilitating MSHCP
7 implementation.

8 **Section 10. Executive Director.** The Board shall retain an Executive Director to
9 administer the MSHCP in compliance with the duties and responsibilities set forth in
10 Sections 5.0 and 6.0 of the MSHCP. As required by the MSHCP, the RCA shall initially
11 contract with the County of Riverside to provide an appropriate department or individual
12 to act as the Executive Director within thirty (30) days of the formation of the RCA. The
13 appropriate department or individual shall be recommended by the County's Executive
14 Officer and considered by the Board. It is understood by the Parties to this Agreement
15 that the Board may accept or reject the County Executive Officer's recommendation of
16 an appropriate department or individual to serve as the Executive Director. This contract
17 shall be for an initial term of three (3) years. At least six (6) months prior to the
18 expiration of this initial contract term, the Board shall review the County department's or
19 individual's performance as Executive Director. Based upon this review, the Board may
20 elect to extend the contract with the County or select an alternative entity or individual for
21 the Executive Director position upon expiration of the initial term.

22 **Section 11. RESERVED**

23 **Section 12. Monitoring Program Administrator.** Upon issuance of the permits
24 for the MSHCP by the U.S. Fish and Wildlife Service and California Department of Fish
25 and Game and for a period of eight (8) years thereafter, the California Department of
26 Fish and Game shall serve as the Monitoring Program Administrator for the MSHCP.
27 The Monitoring Program Administrator shall be responsible for implementing the
28 monitoring program contained in Section 5.0 of the MSHCP and shall perform all duties

1 and responsibilities as set forth in Sections 5.0 and 6.0 of the MSHCP. Thereafter, the
2 Board may elect to have the Department continue acting in the capacity or shall select
3 an alternative individual or entity for this position if the Board determines that the
4 Department cannot adequately perform the duties and responsibilities of this position.

5 **Section 13. Reserve Managers.** The Board shall retain at least one Reserve
6 Manager to manage lands owned by the RCA within the MSHCP Conservation Area.
7 This Reserve Manager(s) shall report to the Executive Director and shall perform all the
8 duties and responsibilities set forth in Section 5.0 and Section 6.0 of the MSHCP.
9 Additionally, Reserve Managers managing lands owned by any Party to this Agreement
10 that are within the MSHCP Conservation Area shall report to the Executive Director.

11 **Section 14. Independent Science Advisors.** The Board shall retain, as
12 appropriate, independent science advisors who are qualified biologists and conservation
13 experts with expertise in species covered by the MSHCP and their habitats. Additionally,
14 to the extent feasible, the independent science advisors shall have experience in land
15 management. Independent science advisors shall be retained on an annual basis, shall
16 report to the Executive Director and shall comply with the duties and responsibilities set
17 forth in Section 6.0 of the MSHCP.

18 **Section 15. Funding Coordination Committee.** Within one hundred and
19 twenty (120) days after issuance of the permits by the U.S. Fish and Wildlife Service and
20 California Department of Fish and Game for the MSHCP, the Board shall form a Funding
21 Coordination Committee to provide recommendations to the Board on local funding
22 priorities and local MSHCP Conservation Area acquisitions. Members of this committee
23 shall be appointed by the Board and shall consist of, at a minimum, representatives of
24 the Parties to this Agreement, the U.S. Fish and Wildlife Service, and the California
25 Department of Fish and Game. To the extent feasible, members of the Funding
26 Coordination Committee shall have expertise in real estate or land use planning and/or
27 experience implementing large scale conservation programs.

1 The Funding Coordination Committee shall make recommendations to the Board
2 through the Executive Director on local land acquisitions and funding priorities.
3 Additionally, this Committee shall provide a forum to discuss land acquisition priorities of
4 the U.S. Fish and Wildlife Service and California Department of Fish and Game and
5 acquisitions by other entities using non-local sources of revenue. The Board shall
6 establish policies under which the Funding Coordination Committee shall make
7 recommendations to the Board. Such policies shall include conflict of interest guidelines
8 for the Committee members.

9 The Planning Directors of each Party to this Agreement shall receive prior notice
10 of all meetings of the Funding Coordination Committee. Such notice shall include a
11 meeting agenda and a list of potential acquisition sites, if applicable. The Planning
12 Directors or their designated representatives may participate in Committee meetings, as
13 appropriate.

14 **Section 16. Reserve Management Oversight Committee.** The Reserve
15 Management Oversight Committee (RMOC) shall be formed within sixty (60) days of the
16 effective date of the contract between the RCA and the County concerning the
17 establishment of an Executive Director. The RMOC shall be composed of, at a
18 minimum, one representative appointed by each of the following entities:

- 19 A. U. S. Fish and Wildlife Service,
- 20 B. California Department of Fish and Game,
- 21 C. Riverside County Regional Parks and Open Space District,
- 22 D. Bureau of Land Management,
- 23 E. U.S. Forest Service,
- 24 F. California Department of Parks and Recreation,
- 25 G. RCA, and
- 26 H. Up to five (5) other private or public agencies or entities that own or
27 manage land within the MSHCP Conservation Area.

1 The RMOC shall serve as the intermediary between the Reserve Managers and
2 the decision making function of the RCA. The Executive Director shall serve as chair of
3 the RMOC.

4 **Section 17. Rules and Governing Law.** This Agreement shall be construed
5 and enforced in accordance with the laws of the State of California. The Act, the Bond
6 Law, and the laws of the State of California applicable to a general law city shall govern
7 the RCA in the manner of exercising its powers, subject, however, to such restrictions as
8 are applicable to said city in the manner of exercising such powers, as required by
9 Government Code Section 6509. The Board, at its first meeting or as soon thereafter as
10 may be possible, shall adopt such rules and regulations as the Board may deem
11 necessary for the conduct of the RCA's affairs. Among these rules shall be a conflict of
12 interest code and a purchasing ordinance. The Board may, as it deems appropriate,
13 review and revise these rules and regulations.

14 **Section 18. Fiscal Year.** The fiscal year of the RCA shall be the period
15 commencing on July 1 of each year and ending on and including the following June 30.

16 **Section 19. Contributions/Estimated Budget.**

17 A. Contributions of Development Mitigation Fees. The Parties to this
18 Agreement shall impose a development mitigation fee on all new development to
19 support the acquisition of additional reserve lands pursuant to the MSHCP. All
20 development mitigation fees collected by the Parties shall be forwarded to the RCA
21 within ninety (90) days after receipt by each Party. The RCA may, in its discretion,
22 conduct an audit of the development mitigation fees collected by any Party to this
23 Agreement.

24 B. Other Contributions. The RCA may accept contributions of money or
25 property from the Parties or other individuals or entities including but not limited to
26 contributions from Parties, MSHCP Permittees and Special Participating Entities who
27 obtain take authorization under the MSHCP for public utility, schools, transportation,
28 flood control and other public infrastructure projects. Additionally, a Party may hold and

1 manage its own property as a contribution to implementation of the MSHCP and the
2 MSHCP Conservation Area. Landfill Tipping Fees and Density Bonus Fees collected by
3 the County may be contributed to the RCA on an annual basis subject to the discretion
4 of the Board of Supervisors.

5 C. Use of Contributions. When approved by the Board, revenues received by
6 the RCA, including without limitation, fees and other contributions, shall be used to
7 implement the MSHCP. In addition, the RCA shall reimburse the County for any and all
8 litigation costs, including but not limited to attorneys fees, incurred in defense of any
9 legal challenge concerning the adoption of the MSHCP or any related actions as well as
10 any costs incurred to establish the Executive Director and any other necessary staff prior
11 to entering into the contract contemplated in Section 10 of this Agreement.

12 D. Budget. The annual budget for the RCA shall be prepared by the
13 Executive Director. The annual budget shall be based on an estimate of the amount of
14 revenue necessary to implement the MSHCP during the ensuing fiscal year and shall
15 consider necessary land acquisition, improvements, maintenance, management,
16 monitoring, administration, and operation costs during the current fiscal year as such
17 costs are set forth in the then current approved budget for the RCA.

18 **Section 20. MSHCP Reporting Requirements.** In order to assist in the
19 preparation of the annual report required to be prepared by the RMOC and submitted to
20 the USFWS, CDFG, and RCA as set forth in the MSHCP and Implementing Agreement,
21 the Parties shall on a monthly basis provide the following information to the RCA:

- 22 A. grading permit activity including the number of the permit issued, the
23 location of the development site identified by assessor's parcel
24 number, and the amount of acreage disturbed;
- 25 B. single family home and mobile home construction activity within the
26 Criteria Area including the number of the grading, building, site
27 preparation or installation permit issued and the location of the
28 development site identified by assessor's parcel number;

- 1 C. development mitigation fee collection including identification by
- 2 assessor's parcel number of the project for which the fee was
- 3 collected, the amount of the fee paid, and any exemptions or credits
- 4 that may have been included in any calculation of the fee; and
- 5 D. any other information required to comply with the provisions of the
- 6 MSHCP as may be determined necessary by the Executive Director.

7 In addition, the County shall submit on an annual basis all information contained
8 in the Existing Agricultural Operations Database including the amount of new agricultural
9 land, if any, added to the Database as well as any documentation concerning the
10 expansion of agricultural operations within the Criteria Area.

11 **Section 21. Joint Project/Acquisition Review Process.** To ensure that the
12 requirements of the MSHCP and its Implementing Agreement are properly met, a joint
13 project/acquisition review process shall be instituted by the RCA. This process is set
14 forth in Section 6 of the MSHCP.

15 **Section 22. Liabilities.** Except as may be provided herein, the debts, liabilities
16 and obligations of the RCA shall be the debts, liabilities and obligations of the RCA
17 alone, and not of the Parties to this Agreement.

18 **Section 23. Indemnification.** Provided that a Party has acted in good faith and
19 in accordance with this Agreement, the approved MSHCP and its Implementing
20 Agreement and the Permits, the RCA shall defend, indemnify and hold such Party free
21 and harmless from any loss, liability or damage incurred or suffered by such Party by
22 reason of litigation arising from or as a result of any of the following: the Party's
23 development mitigation fee ordinance; the Party's participation in the RCA; actions taken
24 to approve and/or implement the MSHCP; claims of inverse condemnation or
25 unconstitutional takings against a Party; or any other act performed or to be performed
26 by the Party pursuant to this Agreement, the MSHCP, its Implementing Agreement or the
27 Permits; provided, however, that such indemnification or agreement to hold harmless
28

1 pursuant to this Section shall be recoverable only out of RCA assets and not from other
2 Parties.

3 **Section 24. Notices.** Notices required or permitted hereunder shall be
4 sufficiently given if made in writing and delivered either personally or by registered or
5 certified mail, postage prepaid to said respective Parties, as follows:

6 A. Regional Conservation Authority
7 Executive Director
8 3403 10th Street, Suite 320
9 Riverside, CA 92501
(951) 955-9700
(951) 955-8873 fax

10 B. County of Riverside
11 Transportation and Land Management Agency
12 Agency Director
13 4080 Lemon Street, 7th Floor
14 Riverside, CA 92501
(951) 955-6742
(951) 955-6879 fax

15 C. City of Banning
16 City Manager
17 99 E. Ramsey Street
18 Banning, CA 92220
(951) 922-3103
(951) 922-3128 fax

19 D. City of Beaumont
20 City Manager
21 550 E. 6th Street
22 Beaumont, CA 92223
(951) 769-8520
(909) 769-8526 fax

23 E. City of Calimesa
24 City Manager
25 908 Park Ave
26 Calimesa, CA 92320
(909) 795-9801
(909) 795-4399 fax

27 F. City of Canyon Lake
28 City Manager
31516 Railroad Canyon Road

- 1 Canyon Lake, CA 92587
- 2 (951) 244-2955
- 3 (951) 246-2022 fax

- 4 G. City of Corona
- 5 City Manager
- 6 P.O. Box 940
- 7 Corona, CA 92878
- 8 (951) 736-2371
- 9 (951) 736-2493 fax

- 10 H. City of Eastvale
- 11 City Manager
- 12 6080 Hamner Avenue, Suite 103
- 13 Eastvale, CA 91752
- 14 (951) 361-0900
- 15 (951) 361-0888 fax

- 16 I. City of Hemet
- 17 City Manager
- 18 445 E. Florida Avenue South
- 19 Hemet, CA 92543
- 20 (951) 765-2300
- 21 (951) 765-3785 fax

- 22 J. City of Lake Elsinore
- 23 City Manager
- 24 130 S. Main Street
- 25 Lake Elsinore, CA 92530
- 26 (951) 674-6727 ext. 261
- 27 (951) 674-2392 fax

- 28 K. City of Menifee
- 29 City Manager
- 30 29683 New Hub Drive, Suite C
- 31 Menifee, CA 92586
- 32 (951) 672-6777

- 33 L. City of Moreno Valley
- 34 City Manager
- 35 P.O. Box 88005
- 36 Moreno Valley, CA 92553
- 37 (951) 413-3008
- 38 (951) 413-3760 fax

- 39 M. City of Murrieta
- 40 City Manager
- 41 24601 Jefferson Avenue

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Murrieta, CA 92562-9755
(951) 698-1040
(951) 698-9885 fax

N. City of Norco
City Manager
2870 Clark Avenue
Norco, CA 92860
(951) 270-5611
(951) 270-5622 fax

O. City of Perris
City Manager
101 North D Street
Perris, CA 92570
(951) 657-5882
(951) 657-1087 fax

P. City of Riverside
City Manager
3900 Main Street
Riverside, CA 92522
(951) 826-5991
(951) 826-5470 fax

Q. City of San Jacinto
City Manager
595 S. San Jacinto Avenue, Building B
San Jacinto, CA 92583
(951) 487-7342
(951) 654-3728 fax

R. City of Temecula
City Manager
PO Box 9033
Temecula, CA 92589-9033
(951) 694-6440
(951) 694-6499 fax

S. City of Wildomar
City Manager
23738 Clinton Keith Road
Wildomar, CA 92595
(951) 677-7751

1 The listed addresses shall serve as the official address for any notices until such
2 time as any Party gives notice to all other Parties of a change in address in accordance
3 with the terms of this section.

4 **Section 25. Severability.** If any section, clause or phrase of this Agreement or
5 the application thereof to any Party or any other person or circumstance is for any
6 reason held to be invalid by a court of competent jurisdiction, it shall be deemed
7 severable and the remainder of the Agreement or the application of such provisions to
8 the other party or to other persons or circumstances shall not be affected thereby.

9 **Section 26. Other Agreements Not Prohibited.** Other agreements by and
10 between the Parties of this Agreement or any other entity are neither prohibited nor
11 modified in any manner by execution of this Agreement. Furthermore, the Parties hereto
12 agree upon request to execute, acknowledge and deliver all additional papers and
13 documents necessary or desirable to carry out the intent of this Agreement.

14 **Section 27. Other Obligations.** The responsibilities and obligations of each
15 Party to this Agreement shall be solely as provided in this Agreement, or as may be
16 provided for in supplemental agreements to be executed by the Parties.

17 **Section 28. Non-Assignability.** The rights, titles and interests of any Party to
18 this Agreement shall not be assignable or transferable without the consent of the
19 governing body of each Party hereto.

20 **Section 29. Section Headings.** The section headings herein are for
21 convenience of the Parties only, and shall not be deemed to govern, limit, modify or in
22 any manner affect the scope, meaning or intent of the provisions or language of this
23 Agreement.

24 **Section 30. Construction of Language.** It is the intention of the Parties hereto
25 that if any provision of this Agreement is capable of two constructions, one of which
26 would render the provision void and the other of which would render the provision valid,
27 then the provision shall have the meaning which renders it valid.

1 **Section 31. Cooperation.** The Parties recognize the necessity and hereby
2 agree to cooperate with each other in carrying out the purposes of this Agreement,
3 including cooperation in matters relating to the public, accounting, litigation, public
4 relations and the like.

5 **Section 32. Future Amendments.** To preserve a reasonable degree of
6 flexibility, many parts of this Agreement are stated in general terms. It is understood that
7 there may be Amendments to this Agreement which will further define the rights and
8 obligations of the Parties.

9 **Section 33. Successors.** This Agreement shall be binding upon and shall inure
10 to the benefit of the successors of the Parties hereto.

11 Original JPA Approved January 27, 2004
12 Amendment No. 1 Approved April 29, 2007
13 Amendment No. 2 Approved March 11, 2008
14 Amendment No. 3 Approved April 7, 2009
15 Amendment No. 4 Approved _____, 2011

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be
2 executed and attested by their proper officers thereunto duly authorized as of the date
3 first above written.

4 Dated: _____

COUNTY OF RIVERSIDE

5 Attest:

6
7 _____

By: _____
Chairman, Board of Supervisors

8
9 Dated: _____

CITY OF BANNING

10 Attest:

11
12
13 _____

By: _____
Mayor

14
15 Dated: _____

CITY OF BEAUMONT

16 Attest:

17
18 _____

By: _____
Mayor

19
20 Dated: _____

CITY OF CALIMESA

21 Attest:

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23
24 _____

By: _____
Mayor

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Dated: _____

CITY OF CANYON LAKE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF CORONA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF EASTVALE

Attest:

By: _____

Dated: _____

CITY OF HEMET

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF LAKE ELSINORE

Attest:

City Clerk

By: _____
Mayor

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Dated: _____

CITY OF MENIFEE

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MORENO VALLEY

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF MURRIETA

Attest:

City Clerk

By: _____
Mayor

Dated: _____

CITY OF NORCO

Attest:

City Clerk

By: _____
Mayor

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Dated: _____

Attest:

City Clerk

CITY OF PERRIS

By: _____
Mayor

Dated: _____

Attest:

City Clerk

CITY OF RIVERSIDE

By: _____
Mayor

Dated: _____

Attest:

City Clerk

CITY OF SAN JACINTO

By: _____
Mayor

Dated: _____

Attest:

City Clerk

CITY OF TEMECULA

By: _____
Mayor

Dated: _____

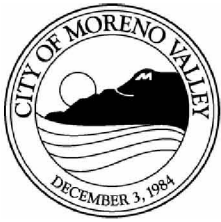
Attest:

City Clerk

CITY OF WILDOMAR

By: _____
Mayor

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APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>RAH</i>
CITY MANAGER	<i>MS</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 22, 2011

TITLE: APPROVE TM 34950-1, A FINAL MAP FOR FINANCING PURPOSES.

BETWEEN BRODIAEA AVENUE AND CACTUS AVENUE, AND LASSELLE STREET AND MORRISON STREET

DEVELOPER: MORENO VALLEY PROPERTIES
14425 CORPORATE WAY
MORENO VALLEY, CA 92553

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve TM 34950-1, a final map for financing purposes.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On August 23, 2007 the Planning Commission of the City of Moreno Valley approved PA06-0105 (TTM 34950), a 665.5 gross acre tentative tract map for finance purposes containing the overall boundary of the Aquabella master plan development. The developer is now proposing to phase the overall tentative tract map. TM 34950-1

contains Lots 1 and 2 of TTM 34950 and is bounded by Brodiaea Avenue on the north, Cactus Avenue on the south, Lasselle Street on the west, and Morrison Street on the east.

DISCUSSION

TM 34950-1 is an 80-acre, two-parcel final map proposed for financing purposes. Therefore, no right-of-way dedications or improvements are required. Right-of-way dedications and improvements will be required at the time development is proposed through a separate planning application process.

ALTERNATIVES

1. Approve TM 34950-1, a final map for financing purposes. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Do not approve TM 34950-1, a final map for financing purposes. Do not authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation. *Not approving staff's recommendation would result in the disapproval of the developer's final map for financing purposes and the map not recording.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

NOTIFICATION

Publication of agenda.

EXHIBITS

Exhibit "A" - Vicinity Map

Prepared By
 Clement Jimenez, P.E..
 Senior Engineer

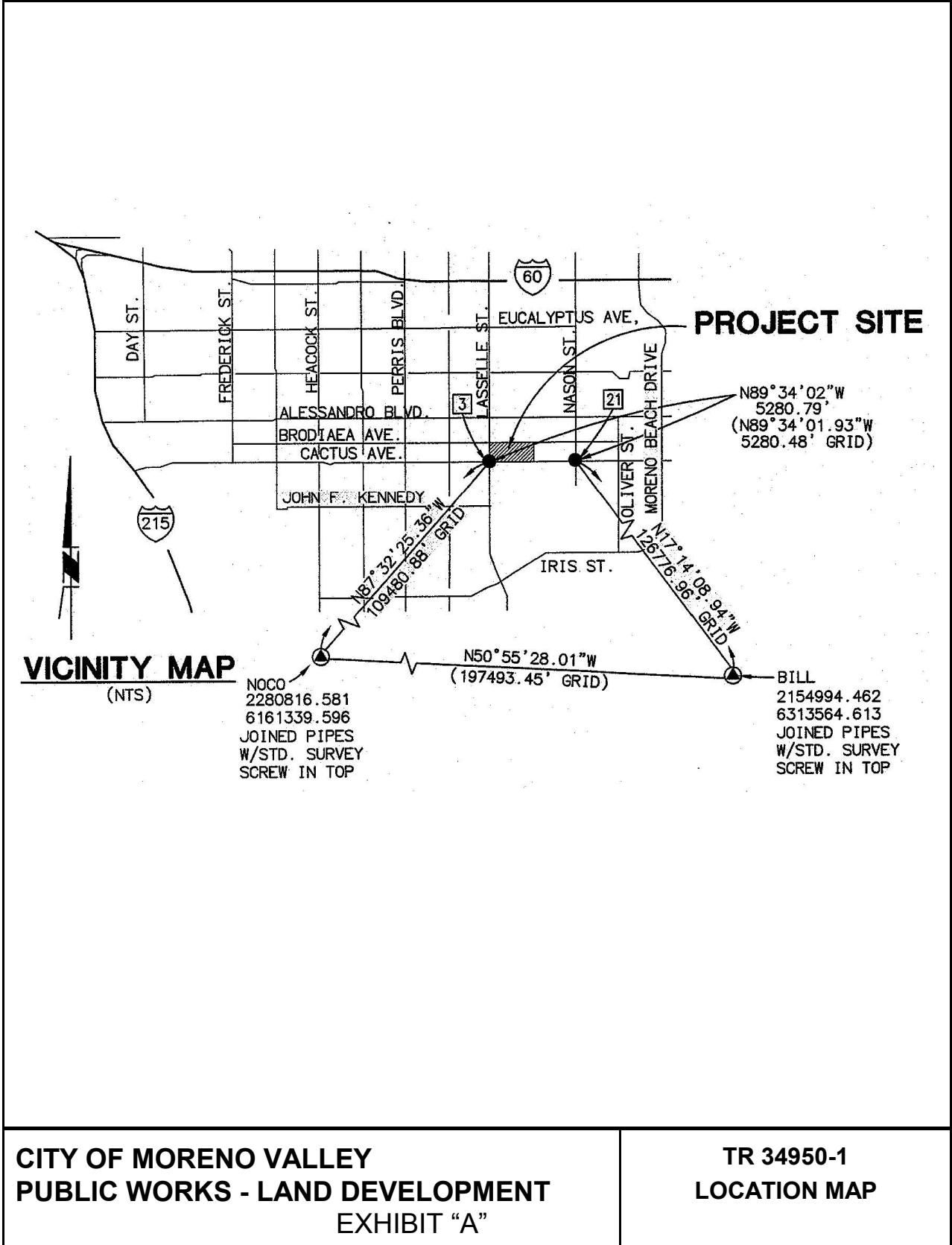
Department Head Approval
 Chris A. Vogt, P.E..
 Public Works Director/City Engineer

Concurred By
 Mark W. Sambito, P.E..
 Engineering Division Manager

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

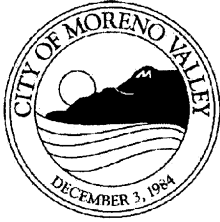
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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rest</i>
CITY MANAGER	<i>ms</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PLANNING GRANT PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Adopt Resolution No. 2011-29., authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

BACKGROUND

CalTrans is accepting proposals for the Transportation Planning Grant Program for Fiscal Year 2011-2012. The grant application has a March 30th deadline.

DISCUSSION

The CalTrans Transportation Planning Grant Program has various components. The Community-Based Transportation Planning (CBTP) and Environmental Justice (EJ) Grant Programs provide funding for communities to plan for a closer connection between transportation and land use. Over the past 10 years, both programs have provided over 300 planning grants totalling over \$45 million. These grants have been assisted in developing and studying the sustainability of land use plans to improve the quality of life for many Californians.

Upon an award, ninety percent (90%) of project costs are funded by the Caltrans grant. The remaining 10% is required from the grantee as a local match. Grant-funded products are expected to help foster sustainable economies, increase available affordable housing, improve housing/jobs balance, encourage transit oriented and mixed use development, expand transportation choices, and reflect community values.

Staff is proposing to use grant funds of \$150,000 to complete items not covered by the recently received grant from SCAG's Compass Blueprint program for implementation of the Alessandro Boulevard Corridor Demonstration Project that was presented to the Council during the June 15, 2010 Study Session.

The Alessandro Boulevard Corridor Demonstration Project explored opportunities for mixed use transit-oriented development along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Regional Medical Center via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station, as well as the Civic Center, City of Riverside, Meridian Business Park and future March Life Care.

At the time of submittal of this report, staff is still working on the wording of the final proposal of the Alessandro Boulevard Corridor Implementation Project in anticipation of the March 30th submittal deadline.

ALTERNATIVES

1. Approve the proposal as submitted.
2. Approve the proposal with modifications to address City Council concerns.
3. Deny the proposal.

FISCAL IMPACT

The fiscal impact to the City is the 10% local match required by Caltrans from the grantee. The grant proposal includes rezoning areas along Alessandro Boulevard to Residential 30 (R30) as identified in the recently approved General Plan Housing Element. The required environmental studies for the rezoning cannot be covered under the Caltrans grant. The related environmental/CEQA costs are anticipated to be funded by City housing funds, which would qualify as meeting the required match. Should the grant be awarded to the City, the 10% matching funds (\$15,000) will be budgeted in RDA Housing Fund account number 894.91310.6291.293. There is no anticipated fiscal impact to the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 2011-29 authorizing the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" to the California Department of Transportation (CalTrans) Planning Grant Program.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2011-29

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Barry Foster
Community & Economic
Development Director

Concurred By:
John C. Terrell, AICP

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

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RESOLUTION NO. 2011-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE CALTRANS TRANSPORTATION PLANNING GRANT (FISCAL YEAR 2011-2012).

WHEREAS, the California Department of Transportation (CalTrans) has provided funds for the program shown above; and

WHEREAS, CalTrans has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by CalTrans require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with CalTrans to carry out the development of the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: The Council of the City of Moreno Valley authorizes the submittal of an application entitled "The Alessandro Boulevard Corridor Implementation Project" under the CalTrans Transportation Planning Grant (Fiscal Year 2011-2012).

BE IT FURTHER RESOLVED, by the Council of the City of Moreno Valley, appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED, Certifies that applicant understands the assurances and certification in the application.

BE IT FURTHER RESOLVED, Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so.

BE IT FURTHER RESOLVED, Certifies that the Proposal will comply with any applicable laws and regulations.

SIGNATURE PAGE FOLLOWS

Attachment 1

Resolution No. 2011-29
Date Adopted: March 22, 2011

APPROVED AND ADOPTED this _____ day of _____, 2011.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2011-29
Date Adopted: March 22, 2011

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2011-29
Date Adopted: March 22, 2011

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**MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

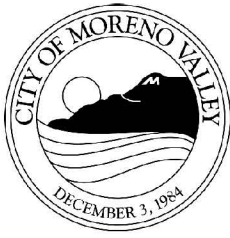
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**MINUTES - REGULAR MEETING OF MARCH 8, 2011
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: 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 Towne Centre 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 Terrell, 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

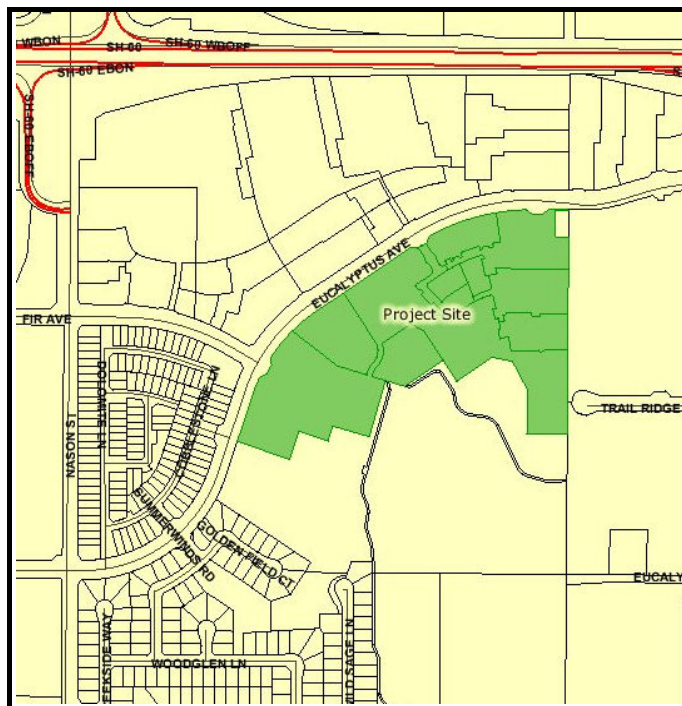
STAFF RECOMMENDATION: Approval

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

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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:

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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

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Ordinance No.
Date Adopted:

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

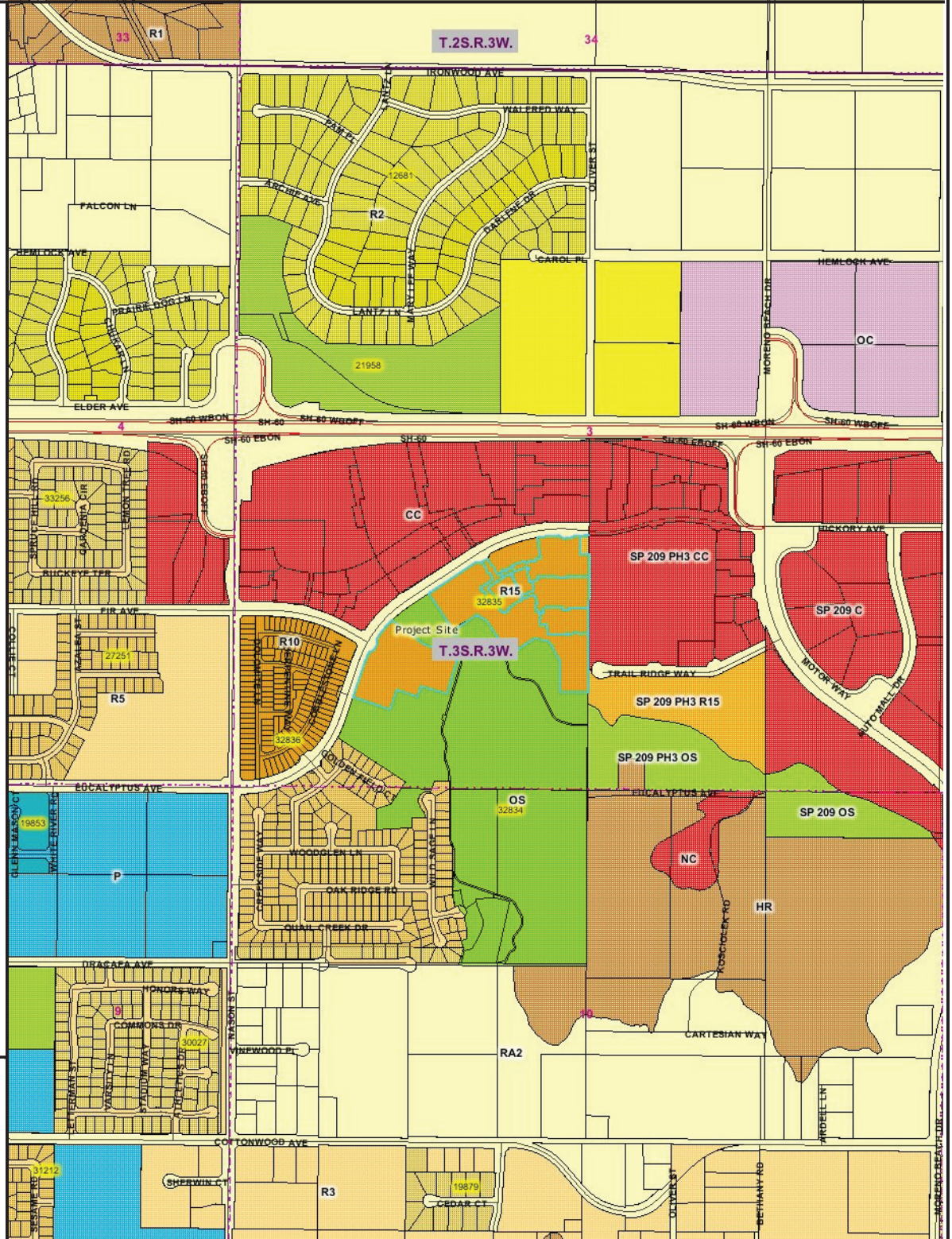
[attached]

Zoning Map

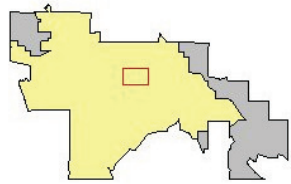
PA10-0038, 0039, 0029

Legend

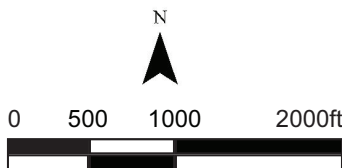
- Selected Features
- Highways
- Townships
- Sections
- Parcels
- Roads
- Tracts
- Zoning**
- Commercial
- Industrial/Business Park
- Large Lot Residential
- Multi-family
- Office
- Open Space/Park
- Planned Development
- Public Facilities
- Residential 2 Dwellings/Acre
- Residential Agriculture 2 Dwellings/Acre
- Suburban Residential
- Sphere of Influence
- Waterbodies
- City Boundaries**
- Calimesa
- Moreno Valley
- Perris
- Riverside



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ATTACHMENT 3



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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.



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Aerial Map

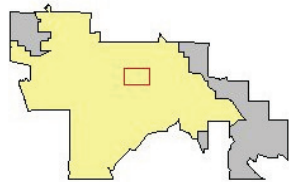
PA10-0038, 0039, 0029

Legend

-  Selected Features
-  Highways
-  Townships
-  Sections
-  Parcels
-  Roads
-  Tracts
-  Sphere of Influence
-  Waterbodies
-  City Boundaries
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside



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ATTACHMENT 4

N



2000ft 1000



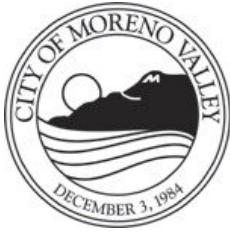
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City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

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.

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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

Item No. E.1 and private access roads. The .290-non open space includes a recreation

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. E.1 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.

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. -297-ation building floor and elevator Item No. E.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 TERELL** – 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 TERELL** – 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?

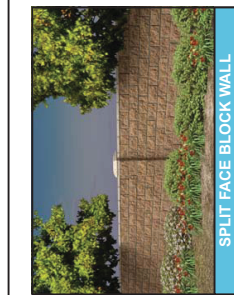
20
21 Opposed – 0

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.

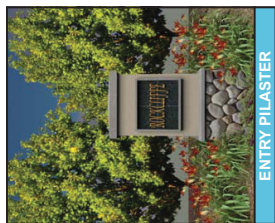
32
33 **CHAIR DE JONG** – Okay thank you very much. Thank you and good luck.
34
35
36
37
38
39
40
41
42
43
44
45
46



SPLIT FACE BLOCK WALL



MONUMENT SIGN



ENTRY PILASTER

TREE CODE	COMMON NAME	HT.	W.	SPACING
T01	BLACK WALNUT	25-35'	20-25'	50'
T02	FRAXINUS	25-35'	20-25'	50'
T03	FRAXINUS (SMALLER)	15-20'	15-20'	25'
T04	QUERCUS	25-35'	20-25'	50'
T05	QUERCUS (SMALLER)	15-20'	15-20'	25'
T06	QUERCUS (SMALLER)	15-20'	15-20'	25'
T07	QUERCUS	25-35'	20-25'	50'
T08	QUERCUS	25-35'	20-25'	50'
T09	QUERCUS	25-35'	20-25'	50'
T10	QUERCUS	25-35'	20-25'	50'
T11	QUERCUS	25-35'	20-25'	50'
T12	QUERCUS	25-35'	20-25'	50'
T13	QUERCUS	25-35'	20-25'	50'
T14	QUERCUS	25-35'	20-25'	50'
T15	QUERCUS	25-35'	20-25'	50'
T16	QUERCUS	25-35'	20-25'	50'
T17	QUERCUS	25-35'	20-25'	50'
T18	QUERCUS	25-35'	20-25'	50'
T19	QUERCUS	25-35'	20-25'	50'
T20	QUERCUS	25-35'	20-25'	50'
T21	QUERCUS	25-35'	20-25'	50'
T22	QUERCUS	25-35'	20-25'	50'
T23	QUERCUS	25-35'	20-25'	50'
T24	QUERCUS	25-35'	20-25'	50'
T25	QUERCUS	25-35'	20-25'	50'
T26	QUERCUS	25-35'	20-25'	50'
T27	QUERCUS	25-35'	20-25'	50'
T28	QUERCUS	25-35'	20-25'	50'
T29	QUERCUS	25-35'	20-25'	50'
T30	QUERCUS	25-35'	20-25'	50'
T31	QUERCUS	25-35'	20-25'	50'
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T41	QUERCUS	25-35'	20-25'	50'
T42	QUERCUS	25-35'	20-25'	50'
T43	QUERCUS	25-35'	20-25'	50'
T44	QUERCUS	25-35'	20-25'	50'
T45	QUERCUS	25-35'	20-25'	50'
T46	QUERCUS	25-35'	20-25'	50'
T47	QUERCUS	25-35'	20-25'	50'
T48	QUERCUS	25-35'	20-25'	50'
T49	QUERCUS	25-35'	20-25'	50'
T50	QUERCUS	25-35'	20-25'	50'

TREE LEGEND

[Red line]	6" HIGH WEIGHTED ROW FENCE
[Black line]	6" HIGH SPLIT FACE CONCRETE BLOCK WALL
[Grey line]	5'-0" HIGH WALL FENCE (COURT YARDS)

WALL & FENCE LEGEND

STANDARD SPACES	177
TOTAL SPACES	69
TOTAL SPACES REQUIRED	

PARKING LEGEND

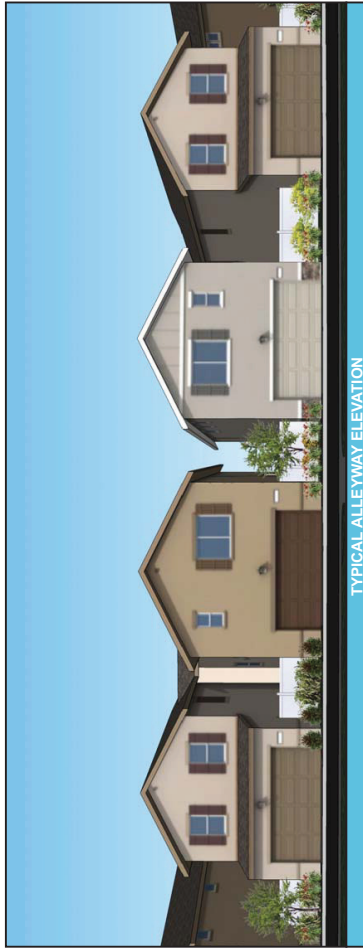


VICINITY MAP

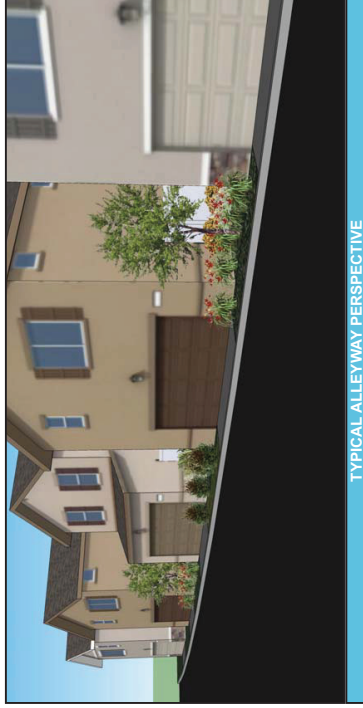


ROCKCLIFFE AT STONERIDGE RANCH





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



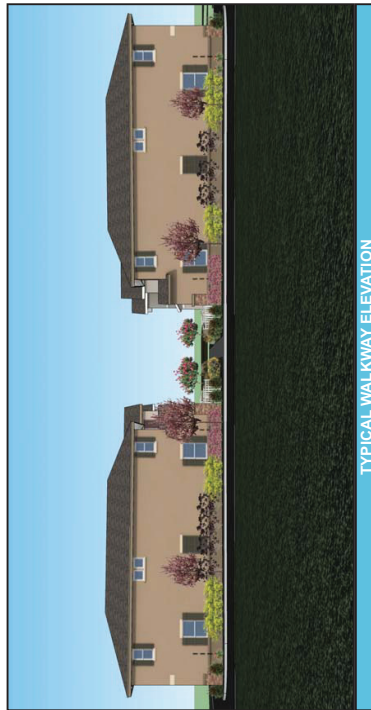


TYPICAL FRONT YARD ELEVATION



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

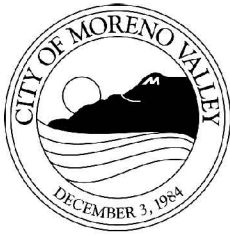
PLANTING CONCEPT
 Corner lot streetscape landscape concept will consist of colorful accent trees and shrubs of various sizes to create a layered landscape to define street circulation, screen portions of corner lot buildings and provide a visually pleasing landscape experience.



ROCKCLIFFE AT STONERIDGE RANCH



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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Economic Development Department Director

AGENDA DATE: March 22, 2011

TITLE: FY 2011/12 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing for CDBG and the HOME grant programs to allow public comment on the proposed FY 2011/12 social service programs, and
2. Review and select programs for funding for social service, housing, and economic development activities to be included in the City's FY 2011/12 Annual Action Plan.

BACKGROUND

Every year the Department of Housing and Urban Development (HUD) allocates federal grant monies to the City of Moreno Valley for use in programs that provide decent housing and/or provide a variety of social services for low to moderate income residents (see Attachment A for the 2010 Low Income Limits table). These grant programs are known as Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

Grants are provided on an annual basis to 'Entitlement Cities' (eligible, selected cities with a population exceeding 50,000 - Moreno Valley is classified by HUD as an Entitlement City), with allocation amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing and the population growth lag in relationship to other metropolitan areas.

HUD requires that Entitlement Cities (including Moreno Valley) prepare a Consolidated Plan that directs CDBG activities for a five year period. FY 2011/12 marks the fourth year of the City's FY 2008-2013 Consolidated Plan. Each year, Entitlement Cities must also adopt Annual Action Plan updates of the Consolidated Plan. The Annual Action Plan specifically identifies how the City will allocate both CDBG and HOME funds for the upcoming program year. The Annual Action Plan for FY 2011/12 must comply with the required public notifications and hearings and be received by HUD no later than May 12, 2011.

In accordance with HUD requirements, CDBG Target Areas must be established so that Entitlement Cities may concentrate their programs in areas determined to contain at least 51% of residents earning low and moderate incomes. For a map of the CDBG Target Areas see Attachment B.

Eligible CDBG grant activities can range from social services to capital improvements to economic development programs. HOME funds must be used towards the development of affordable housing activities. Attachment C details eligible and ineligible activities for both programs.

In past years, the City of Moreno Valley has used CDBG to fund a variety of eligible programs including capital improvement projects, code enforcement activities, social service programs, and economic development activities. CDBG regulations allow Entitlement Cities to dedicate up to a maximum 15% of their annual CDBG allocation to the provision of social services, which can include, but are not limited to the following:

- Fair Housing Services\Foreclosure Prevention Programs (Mandated by HUD)
- Career Development and Mid-Career Retraining
- Youth Programs
- Homeless Services
- Crime Prevention Programs

Social services can be provided directly by the Entitlement City or CDBG social service funds can be granted to certified non-profit organizations (known as subrecipients) to provide the desired services or programs.

DISCUSSION

2011/12 CDBG – AVAILABLE FUNDING

HUD has not yet released the allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocation for CDBG and a 9.5% reduction in the allocation for the HOME program. Based on that information, the CDBG allocation is estimated at \$1,795,990 (\$145,621 less than last years allocation of \$1,941,611).The City estimates \$269,398 (15% of the total estimated CDBG allocation) will be available for social services. Table 1, below, outlines the proposed CDBG budget based on anticipated allocation. HUD

limits expenditures for certain categories, such as social services and CDBG program administration. The limits and maximum allocations are noted below.

Table 1

FY 2011/12 CDBG ESTIMATED AVAILABLE FUNDING	
Funding Category	Funding Allocation
2011/12 CDBG Estimated Allocation	\$1,795,990
TOTAL ESTIMATED CDBG FUNDS	\$1,795,990
A. Program Administration (20% maximum of annual grant)	\$359,198
B. Public Social Services (15% maximum of annual grant)	\$269,398
C. Public Facilities & Improvements	\$350,000
D. Rehabilitation	\$10,000
E. Code Enforcement	\$366,407
F. Economic Development	\$440,987
TOTAL PLANNED CDBG EXPENDITURES	\$1,795,990

APPLICATION PROCESS

The City must notify the public of available social service funding opportunities and conduct a public hearing to solicit public input regarding the proposed projects. In compliance, a Notice of Funding Availability for CDBG and HOME was published in the Press-Enterprise on January 3, 2011. CDBG and HOME social service applications were available at the City Hall and were mailed directly to interested parties. Applications were due on January 31, 2011.

A CDBG/HOME Technical Review Committee (TRC) comprised of staff was formed to review the CDBG Public Service applications. Prior to making recommendations, the TRC thoroughly evaluated the all applications based on: (1) conformance with federal requirements and City guidelines, (2) community needs identified in the City's Consolidated Plan, (3) priorities established by the City Council at the December 14, 2010 meeting, and (4) available funding resources.

Federal Requirements

HUD requires that at least 70% of the annual CDBG funds be allocated to projects that benefit low and moderate income persons. HUD also requires that CDBG projects meet at least one of three national objectives: (1) benefit persons of low and moderate

income; (2) improve slum or blighted conditions; or (3) respond to an emergency or urgent need.

City Guidelines

On a local level, the City Council has previously adopted guidelines for evaluating social service applications. These include:

- Priority to local providers over those organizations providing equivalent services outside the city.
- The minimum grant level is generally \$5,000 for the CDBG Program and \$25,000 for the HOME Program (the Council may approve lesser grant amounts).
- Programs should have other funding sources.
- Fair housing services, homeless services, social services, and youth career development, and crime protection programs shall be given funding priority.
- City projects will be given priority.

2011/12 RECOMMENDED CDBG PROJECTS AND PROGRAMS

All recommended CDBG projects and programs fall into one of the following categories:

- Program Administration
- Public Social Services
- Public Facilities and Improvements
- Code Enforcement
- Economic Development
- Rehabilitation

Attachment D provides recommendations for CDBG social service funding in FY 11/12. It includes a list of all CDBG social service applications received, the requested funding, and amount of funding recommended by the TRC.

1) CDBG PROGRAM ADMINISTRATION

HUD limits program administration costs to twenty percent (20%) of the annual CDBG allocation. The FY 2011/12 cap estimated for program administration is \$359,198 (based on a total CDBG allocation similar to last year). Funding under this category provides for Economic Development Department staffing, along with the mandatory funding of Fair Housing Services (required by HUD). The Fair Housing Services include education regarding fair housing rights and

responsibilities, investigation of discriminatory practices, and landlord/tenant mediation.

2) PUBLIC SOCIAL SERVICES

Social services are subject to a fifteen percent (15% maximum) limit of the annual CDBG allocation. The maximum social service cap for 2011/12 is estimated at \$269,398. Staff and the TRC reviewed a total of 28 public service applications, which were received from City departments, service providers, and non-profit organizations. The TRC conducted comprehensive evaluations of applications and provided a funding recommendation.

The projects recommended by the TRC reflect the community priorities adopted by the City Council on December 14, 2010. Social Service applications recommended for CDBG funding in FY 2011/12 encompass a wide range of programs and services including: 1) emergency and transitional shelter for homeless families; 2) youth, elderly and disabled adult services; 3) crisis counseling; and 4) emergency food distribution.

Please note in addition to recommending most of the programs the City Council previously funded, the TRC is also recommending funding one new program: Catholic Charities Emergency Services.

3) CODE ENFORCEMENT

City code enforcement is an important service partially funded by CDBG. Code Compliance officers provide proactive code compliance within the established CDBG-Target Areas. Code compliance efforts reduce blight and substandard housing conditions as well as promote improved property and building maintenance within the target areas. Staff is recommending maintaining Code Enforcement at approximately the same level as last fiscal year in order to continue their efforts.

4) ECONOMIC DEVELOPMENT

a. Employment Resource Center

In 2009/10, the City partnered with Riverside County Workforce Development to create a local Employment Resource Center (ERC) in Moreno Valley dedicated to providing unemployed or under-employed Moreno Valley residents with a convenient place where they could utilize computers and other standard office equipment, access the internet to search for employment opportunities, prepare resumes, fax job applications, and/or apply for unemployment free of charge. The ERC is very active and averages of over 180 visitors per day. It also has been used by new businesses (such as Burlington Coat Factory and O'Reilly

Automotive) to conduct employee recruitments. Staff is recommending \$120,000 to continue providing this valuable service to the community.

b. Moreno Valley New Business Incentive Program

Funding is recommended for the continuation of the New Business Incentive Program intended to assist with the attraction of major employers to locate in the vacant space in the TownGate area, Centerpointe Business Park, and the Moreno Valley Industrial Area Specific Plan areas of the community, thereby creating new employment opportunities for low and moderate income residents. HUD allows Entitlement Cities to use CDBG funds to assist private, for-profit businesses through loans, grants or interest subsidies, so long as the activity provides a public benefit, which in this case would be the creation of full-time permanent jobs (of which 51% are held by or made available to low and moderate income persons) and the boosting of sales tax revenues.

2011/12 HOME PROGRAM – AVAILABLE FUNDING

The estimated FY 2011/12 HOME allocation is \$603,264 (\$63,325 less than last year's allocation of \$666,589). The HOME Program generally funds city-sponsored programs. Program administration has a cap of 10% (or \$60,326) of the total HOME allocation. In addition, a minimum of 15% (or \$90,490) of the funds must be used by a Community Housing Development Organization (CHDO) to increase the supply of affordable housing for low-income families. Staff is recommending FY 2011/12 HOME funding as outlined in Table 2.

Table 2

FY 2011/12 ESTIMATED HOME ALLOCATION	
2011/12 HOME Estimated Allocation	\$603,264
Total Estimated HOME Funds	\$603,264
Program Administration (maximum 10% of allocation)	\$60,326
<i>FY 10/11 Community Housing Development Organization (or CHDO, requires 15% of allocation)</i>	\$90,490
Housing Projects and Programs	\$452,448
Total Planned HOME Expenditures	\$603,264

2011/12 RECOMMENDED HOME PROJECTS AND PROGRAMS

Attachment E provides program recommendations for HOME funding in FY 2011/12.

1) HOME PROGRAM ADMINISTRATION

Program Administration costs are subject to a ten percent (10%) cap. Grant funding under this category provides for Economic Development Housing program staffing.

2) COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-ASIDE

HUD mandates that a minimum of 15% of HOME funds be allocated toward affordable housing projects to be undertaken by qualified CHDOs. Over FY 11/12 an estimated \$90,490 must be allocated to a CHDO for potential affordable housing projects.

3) HOUSING PROJECTS AND PROGRAMS

Utilizing HOME, the City is able to offer single family and multi-family rehabilitation projects and programs. The purpose of these types of projects is to eliminate substandard housing conditions, improve handicap accessibility, and improve the aesthetics of older neighborhoods, thereby contributing to their preservation and revitalization.

ALTERNATIVES

Alternative 1 - The City Council may conduct a public hearing and select social service programs and projects for funding as recommended by staff and the TRC. **Staff recommends this alternative because it adheres to HUD program requirements.**

Alternative 2 - The City Council may decline to conduct a public hearing and may choose not to fund any projects as recommended. **Staff does not recommend this alternative because it could delay preparation, approval and submission of Consolidated/Annual Action Plan to HUD.**

Alternative 3 – The City Council may increase or decrease the recommended levels of funding for specific programs/projects for which the City received an application. **Use of this alternative can only be utilized if any funding changes meet HUD requirements and conform to overall funding capability.**

FISCAL IMPACT

The estimated CDBG funding allocation for FY 2011/12 is \$1,795,990. The estimated HOME funding allocation is \$603,264. Both of these allocations are preliminary estimates and subject to the release of fund allocations from HUD. Together, these grants will provide for over 25 important projects and services. Please note that CDBG and HOME is a restricted funding source that must adhere to HUD requirements.

CDBG Accounts		\$1,795,990
285	73952 CDBG Programs	
285	73852 CDBG Administration	
285	74052 Code and Neighborhood Enforcement	
176	77110 HOME	\$603,264

The proposed program funding selections have NO impact on the City's General Fund. CDBG funding must be used in Target Areas that contain at least 51% of residents earning low to moderate incomes. Eligible programs or projects must meet one of three HUD national objectives, in accordance with City Council adopted community priorities.

CITY COUNCIL GOALS

- 1. REVENUE DIVERSIFICATION & PRESERVATION**
By utilizing CDBG and HOME funds the City will enhance its ability to create a stable revenue base and fiscal policies that will support essential City improvement services.
- 2. PUBLIC SAFETY**
Many of the proposed CDBG and HOME programs will directly or indirectly help to provide a secure environment for people and property in the community.
- 3. POSITIVE ENVIRONMENT**
The variety of community-based CDBG and HOME programs help develop a positive environment in the community.
- 4. COMMUNITY IMAGE, NEIGHBORHOOD PRIDE & CLEANLINESS**
CDBG and HOME programs such as: Code Enforcement, Neighborhood Policing, and Housing Rehabilitation will help to preserve, rehabilitate, and improve Moreno Valley's neighborhoods.

SUMMARY

HUD will allocate to the City of Moreno Valley a grant to administer its Community Development Block Grant (CDBG) programs and HOME Investment Partnership (HOME) programs over the FY 2011/12 program year. CDBG funding is available to

address the needs of low-income persons/areas within the City. HOME funds are available to address affordable housing related needs.

Staff issued a Notice of Available Funding and as a result collected 34 applications (28 CDBG public service, 5 Non-Public Service, and 1 HOME application) requesting funding. HUD has not yet released the final allocations for 2011/12. Due to Federal budget constraints, HUD has advised the City to anticipate at least a 7.5% reduction in its FY 2011/12 allocations for CDBG and a 9.5% reduction for HOME therefore; the CDBG allocation is estimated at \$1,795,990 (\$145,621 less than last year's allocation of \$1,941,611). The estimated FY 2011/12 HOME allocation is \$603,264 (\$60,326 less than last year's allocation of \$666,589). This report reviews public social service, affordable housing, and economic development programs recommended for funding by City staff and the Technical Review Committee. City Council selected CDBG and HOME programs will be incorporated into the FY 2011/12 Annual Action Plan.

NOTIFICATION

Notice of this meeting was published in the local edition of the Press-Enterprise newspaper on March 7, 2011.

ATTACHMENTS/EXHIBITS

- ATTACHMENT A Income Limits
- ATTACHMENT B CDBG Target Area Map
- ATTACHMENT C Eligible/Ineligible Activities
- ATTACHMENT D CDBG Funding Recommendations
- ATTACHMENT E HOME Funding Recommendations

Prepared By:
Isa Rojas
Management Analyst

Department Head Approval:
Barry Foster
Economic Development Department Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

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

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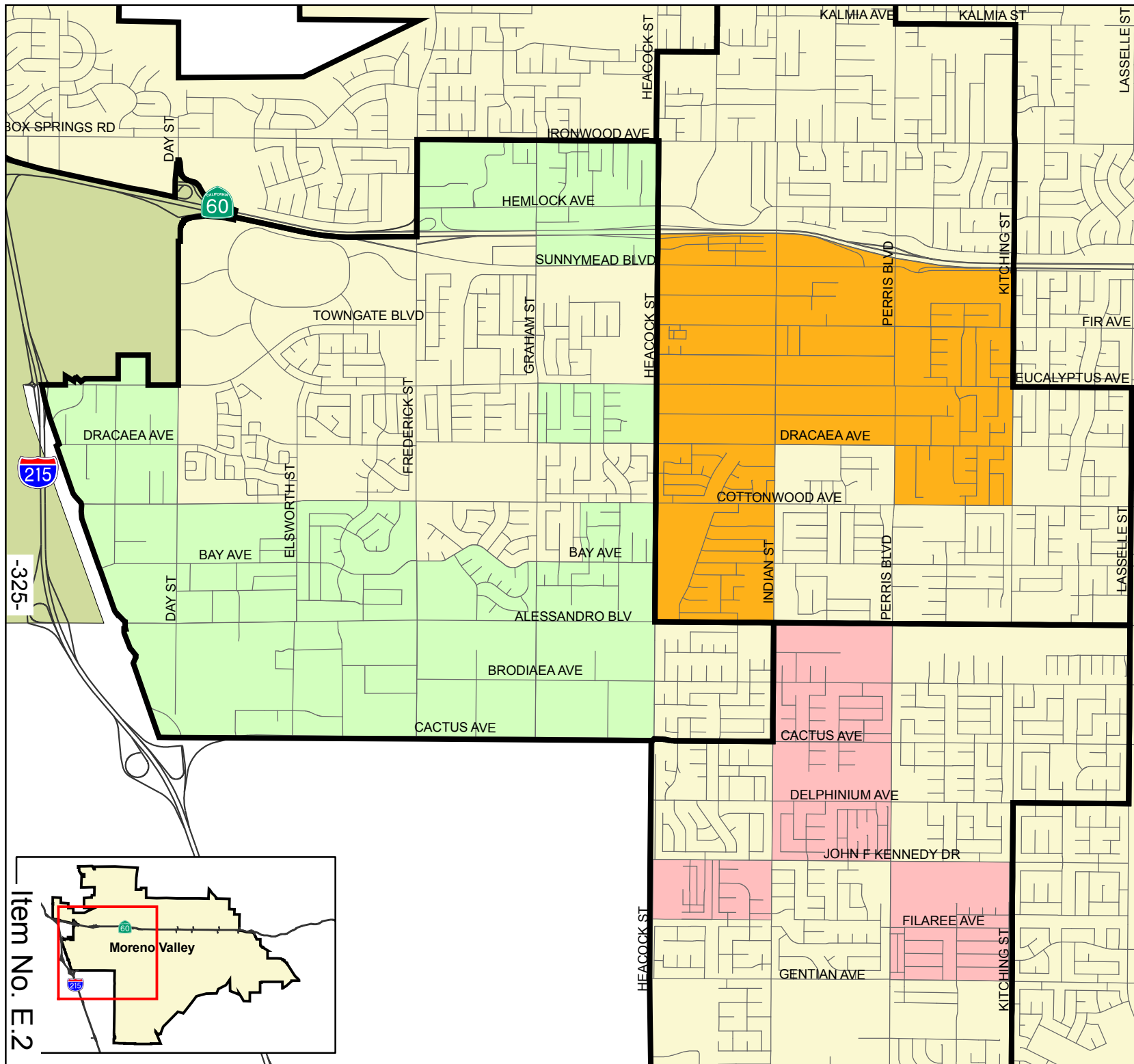
ATTACHMENT A

2010 INCOME LIMITS
Effective April 2, 2010 – Revised Annually
Neighborhood Preservation Division

Annual Income Level	% of Area Median	Number of Persons In Household							
		1	2	3	4	5	6	7	8
Extremely Low Income	30%	\$13,650	\$15,600	\$17,550	\$19,500	\$21,100	\$22,650	\$24,200	\$25,750
Very Low Income	50%	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100	\$37,700	\$40,300	\$42,900
60% Limits (HOME)	60%	\$27,300	\$31,200	\$35,100	\$39,000	\$42,120	\$45,240	\$48,360	\$51,480
Low Income	80%	\$36,400	\$41,600	\$46,800	\$52,000	\$56,200	\$60,350	\$64,500	\$68,650
Median Income	100%	\$45,500	\$52,000	\$58,500	\$65,000	\$70,200	\$75,400	\$80,600	\$85,800
Moderate Income	120%	\$54,600	\$62,400	\$70,200	\$78,000	\$84,250	\$90,500	\$96,700	\$102,950

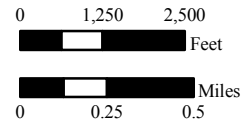
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CITY OF MORENO VALLEY CDBG TARGET AREAS



CDBG Districts

- District 1
- District 4
- District 5
- Council District Boundaries
- Moreno Valley
- Riverside

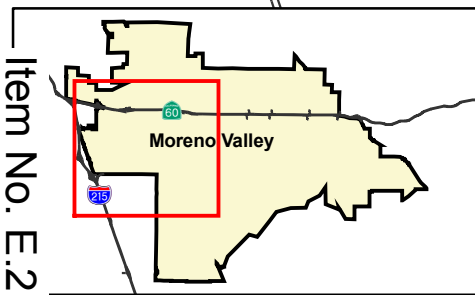


Map Produced by Moreno Valley Geographic Information System
 Geographic Information in:
 State Plane NAD 83 California Zone 6 Feet
 G:\ArcMap\Code\
 CDBG target areas_1007.mxd
 October 30, 2007

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.



MORENO VALLEY
 WHERE DREAMS SOAR



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ATTACHMENT C

Eligible CDBG Activities

- ❖ Acquisition, design, construction, rehabilitation, or installation of certain publicly owned facilities such as:
 - Parks, playgrounds and recreational facilities.
 - Senior centers, except 24-hour care facilities.
 - Neighborhood facilities.
 - Fire protection facilities and equipment.
 - Parking facilities.
 - Street improvements.
 - Flood, drainage, or sewer facilities.
 - Other improvements vital to a community's development.
- ❖ Acquisition of property that is: of historic value; appropriate for beautification or conservation of open spaces; appropriate for low or moderate income housing.
- ❖ Clearance and demolition of buildings and land which may be a health hazard to the community. Interim assistance or temporary help to alleviate harmful or dangerous conditions.
- ❖ Removal of architectural barriers which restrict the mobility of handicapped persons.
- ❖ Rehabilitation and preservation of buildings and improvements, both publicly and privately owned.
- ❖ Code enforcement in designated target areas.
- ❖ Historic preservation activities.
- ❖ Eligible economic development activities.
- ❖ Eligible planning and environmental design costs.
- ❖ Public services including, but not limited to: fair housing activities, public safety services, homeless services, senior citizen services, educational programs, youth services, drug abuse counseling & treatment and recreation programs.

Ineligible CDBG Activities

- ❖ Buildings for the general conduct of government, such as city halls, courthouses, and police stations.
- ❖ Stadiums, sports arenas, auditoriums, museums and central libraries (Note: branch libraries may be built in CDBG Target Areas).
- ❖ Purchase of equipment such as construction equipment, fire protection equipment, furnishings, and personal property.
- ❖ Schools
- ❖ Airports, subways, bus or other stations.
- ❖ Hospitals, nursing homes, and other medical facilities.
- ❖ Treatment works for liquid industrial wastes or sewage.
- ❖ Expenses of general government for operation and maintenance of public facilities.
- ❖ Political activities.
- ❖ Direct income payments to residents.

Eligible HOME Activities

- ❖ Incentives provided by Participating Jurisdictions (the City of Moreno Valley is a Participating Jurisdiction) to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing (including manufactured housing).
- ❖ Operating expenses and capacity building costs for eligible Community Housing Development Organizations (CHDO).
- ❖ Eligible administrative and planning costs.

Ineligible HOME Activities

- ❖ Project reserve accounts or operating subsidies.
- ❖ Tenant-based rental assistance for the special purposes of the Section 8 program.
- ❖ To provide non-federal matching contributions.
- ❖ To provide assistance to annual contributions for the operation of public housing.
- ❖ Modernization of public housing.
- ❖ Prepayment of low-income housing mortgages.
- ❖ Assistance to a project previously assisted with HOME funds during the period of affordability.

ATTACHMENT D – CDBG PROPOSED PROGRAMS
CDBG – FY 2011/12 – Total Anticipated Funding \$1,795,990

ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Recommendation
A. ADMINISTRATION (20% CAP – \$359,198)				
0 Administrative Staffing	\$338,869	\$295,530	\$324,198	
1 Fair Housing Council of Riverside County (Fair Housing Administration)	\$49,453	\$53,960	\$35,000	
Subtotal	\$388,322	\$349,490	\$359,198	
B. PUBLIC SERVICES (15% CAP – \$269,398)				
2 Community Foreclosure Prevention Workshops	\$44,000	\$30,000	\$30,000	
3 Community Assistance Program (CAP) Food Program	\$30,600	\$34,220	\$30,600	
4 Friends of the Moreno Valley Senior Center (MoVan) Transportation	\$30,000	\$30,000	\$30,000	
5 Problem Orienting Community Policing (POP) Team	\$28,241	na	\$0	
6 Fair Housing Council of Riv County – Foreclosure Prevention/Mitigation	\$25,000	\$25,000	\$21,798	
7 Fair Housing Council of Riv County Landlord Tenant Mediation Program	na	\$15,000	\$15,000	
8 Lutheran Social Services (MARB) Homeless Shelter	\$15,000	\$21,104	\$15,000	
9 Path of Life Transitional Family Shelter (MARB)	\$15,000	\$30,000	\$15,000	
10 PW Enhancement Center – Emergency Services Outreach	\$15,000	\$32,000	\$15,000	
11 Neighborhood Clean-ups	\$15,000	\$15,000	\$15,000	
12 Assistance League/Operation School Bell – Clothes/School Supplies	\$10,000	\$15,000	\$10,000	
13 CASA for Riverside County Foster Youth Program	\$10,000	\$32,535	\$10,000	
14 God's Helping Hand Ministries – Food Bank	\$9,000	\$10,000	\$9,000	
15 Operation Safehouse Shelter for Youth	\$8,000	\$8,000	\$8,000	
16 Alternatives to Domestic Violence Emergency Shelter & Services		\$15,000	\$7,500	
17 Riverside Area Rape Crisis Center – Child Abuse Prevention Program	\$7,500	\$7,500	\$7,500	
18 Moreno Valley Community Educators – Tutoring Program	\$6,400	na	\$0	
19 ARC of Riverside – Disabled Adult Day Care Facility	\$5,000	\$20,000	\$5,000	
20 Salvation Army – Food Program	\$5,000	\$10,900	\$5,000	
21 Catholic Charities – Case Worker	na	\$35,000	\$15,000	
22 MVUSD High School Intervention Program	na	\$10,500	\$0	
23 Smooth Transition Literacy/Job Readiness/Life Skills Trng	na	\$48,872	\$0	
24 CVHC – Afterschool/Computer Program	na	\$10,000	\$0	
25 ReNu Hope Foundation – Pre School Bldg. Improvements	na	\$19,413	\$0	
26 Volunteer Ctr. '211' Telephone Referral Service	\$5,000	\$20,000	\$5,000	
27 Volunteer Ctr. Rent Gaurantee Program	na	\$63,000	\$0	
28 Alpha & Assoc. – Reclaiming Youth Intervention Program	na	\$50,000	\$0	
29 MCL Music Changing Lives – Youth Intervention/Music Program	na	\$150,000	\$0	
30 Family Service Assoc. Nutrition Program at Supportive Hsg Complex	na	\$50,000	\$0	
31 Leading Our World – Help the Streets Outreach Program	na	\$1,105,000	\$0	
Subtotal	\$283,741	\$1,913,044	\$269,398	
C. PUBLIC FACILITIES & IMPROVEMENTS				
32 Street Improvement Project	na	\$350,000	\$350,000	
Subtotal	\$0	\$350,000	\$350,000	
D. REHABILITATION				
33 Habitat for Humanity	\$10,000	\$10,000	\$10,000	
Subtotal	\$10,000	\$10,000	\$10,000	
E. CODE ENFORCEMENT				
34 Code & Neighborhood Enforcement Program (CDBG Target Areas)	\$263,390	\$263,390	\$263,390	
35 Code Enforcement – Foreclosure 'Strike Team'	\$103,017	\$103,017	\$103,017	
Subtotal	\$366,407	\$366,407	\$366,407	
F. ECONOMIC DEVELOPMENT				
37 MV New Business Incentive Program	\$540,000	\$525,000	\$220,987	
38 Employment Resource Center	\$145,641	\$120,000	\$120,000	
40 Youth Opportunity Center	\$50,000	\$25,000	\$25,000	
41 Family Service Assoc. Meal Program Facilities	\$50,000	\$50,000	\$25,000	
42 Small Business Development Center	\$50,000	\$50,000	\$50,000	
Subtotal	\$835,641	\$770,000	\$440,987	
GRAND TOTAL	\$1,884,111	\$3,748,941	\$1,795,990	

■ New applicants ■ Organization serving homeless population ■ Recommended funding changes over previous year

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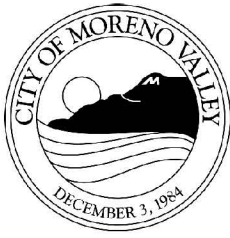
ATTACHMENT E						
HOME – FY 2011/12 – Total Estimated Available Funding \$603,264						
ACTIVITY	FY 2010/11 ALLOCATION	FY 2011/12 Request	Staff Recommendation	City Council Approval		
A. ADMINISTRATION						
Administrative Staffing (10% CAP – \$60,326)	\$66,600	\$60,326	\$60,326			
	\$66,600	\$60,326	\$60,326			
B. CHDO (MANDATORY)						
(15% CAP – \$90,490)	\$99,900	\$90,490	\$90,490			
	\$99,900	\$90,490	\$90,490			
C. APPLICATIONS						
Still under review						
D. HOUSING						
Reserve for Housing Projects and Programs	\$522,000	\$500,000	\$452,448			
GRAND TOTAL			\$603,264			

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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a. Mayor Richard A. Stewart report on
March Joint Powers Commission (MJPC)**
- b. Council Member Robin N. Hastings
report on Western Riverside Council of
Governments (WRCOG)**

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

Report to City Council

TO: Mayor and City Council
FROM: Jane Halstead, City Clerk, CMC
AGENDA DATE: March 22, 2011
TITLE: APPOINTMENT TO THE PLANNING COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one (1) member for a term expiring March 31, 2013; or
2. If the appointment is not made, authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

On February 22, 2011, the City Clerk's Office posted a Notice of Opening for the Planning Commission one term expiring March 31, 2013. Appropriate time frames with respect to noticing vacancies were followed.

Eight applications were submitted and reviewed by the City Council. Four applicants were interviewed by the City Council on February 23, 2011. In alphabetical order, the selected applicants to be placed on the ballot for consideration of appointment are as follows:

Gary E. Baugh, Rick De Jong, and Carlos Ramirez.

ALTERNATIVES

The Planning Commissioners consider matters pertaining to development and zoning within the City and have decision-making authority pursuant to the Government Code of the State of California. Choosing not to appoint members to the Planning Commission would result in decreased participation from residents, and it would adversely affect the Commission's ability to function and to maintain a quorum at meetings. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report mailed to final candidates

ATTACHMENTS/EXHIBITS

1. List of Planning Commission Applicants Selected for the Interviews

Prepared By: Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval: Jane Halstead
City Clerk, CMC

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

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Planning Commission\2011\Staff Report 3 22 2011.doc

List of Planning Commission Applicants
Interviewed on February 23, 2011

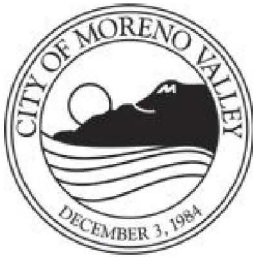
Gary E. Baugh

Rick De Jong

Alvin C. Horn

Carlos Ramirez

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

Report to City Council

TO: Mayor and City Council and the City Council Acting in their Capacity as the President and Members of the Board of Directors of the Moreno Valley Community Services District (“CSD”)

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

AGENDA DATE: March 22, 2011

TITLE: PUBLIC MEETING REGARDING THE MAIL BALLOT PROCEEDINGS FOR SOUTHEASTERN CALIF CONF SEV DAY ADVENTIST CHURCH—APN 484-030-015 AND BUDDHADHAMMO TEMPLE—APN 488-210-014 BALLOTING FOR NPDES AND CSD ZONE M

RECOMMENDED ACTION

1. Staff recommends that the Mayor and City Council accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—Assessor Parcel Number (APN) 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.
2. Staff recommends that the Mayor and City Council, acting in their capacity as President and Members of the Board of Directors of the CSD (“CSD Board”) accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church—APN 484-030-015 and Buddhadhammo Temple—APN 488-210-014 for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance).

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City

Council adopted the residential regulatory rate on June 10, 2003, and the commercial/industrial regulatory rate on January 10, 2006.

The CSD was formed simultaneously with City incorporation in 1984. The designation of zones within the CSD was established to allocate the costs of special services to those parcels receiving the benefit. The City's Arterial Median Maintenance Policy, adopted by the CSD February 2003 and subsequently amended January 2006, requires that certain commercial, industrial and multifamily developments be conditioned to fund the maintenance of arterial medians.

The Southeastern Calif Conf Sev Day Adventist Church (APN 484-030-015) and Buddhahammo Temple (APN 488-210-014), (collectively "Property Owners"), have Conditions of Approval that require them to provide a funding source to help support the NPDES and the CSD median program specific to these projects, Zone M. Approving the NPDES maximum commercial/industrial regulatory rate and the CSD Zone M annual charge through a mail ballot proceeding shall fulfill these requirements.

DISCUSSION

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, a mail ballot proceeding is being conducted to give the Property Owners the option to approve or oppose the NPDES maximum commercial/industrial regulatory rate and the annual charge for the CSD Zone M program. Property Owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on March 22, 2011 and the Public Hearing on April 12, 2011, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. Provided the mail ballots are approved, the City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate on the annual property tax bill or as a monthly charge on a utility bill.

Special Districts, a division of the Public Works Department, manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. Landscape maintenance includes, but is not limited to mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians. The CSD Zone M annual charge is levied on the property tax bill.

The CSD Zone M annual charge for APNs 484-030-015 and 488-210-014 were estimated based on the proposed fully improved Alessandro Blvd. and Nason St. medians adjacent to the parcels. The annual charge shall not be levied until such time as the planning of the medians begins. Upon future development, parcels adjacent to the proposed medians shall be conditioned to provide a funding source for the annual maintenance. At which point, the annual charge for APNs 484-030-015 and 488-210-014 shall be proportionally adjusted.

ALTERNATIVES

1. **Accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhahammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhahammo Temple for approval of the NPDES maximum commercial/industrial regulatory rate and for inclusion into and approval of the annual charge for CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance). *This alternative would be contrary to state statutes and would require the noticing period for the mail ballot proceedings to begin again.*

FISCAL IMPACT

For fiscal year (FY) 2010/11, the NPDES annual regulatory rate and estimated CSD Zone M charge for Southeastern Calif Conf Sev Day Adventist Church and Buddhahammo Temple are as follows:

Project	NPDES Maximum Commercial/Industrial Rate	CSD Zone M Annual Charge
Southeastern Calif Conf Sev Day Adventist Church APN 484-030-015 (and any division thereof)	\$205 per parcel	\$1,579.60
Buddhahammo Temple APN 488-210-014 (and any division thereof)	\$205 per parcel	\$1,254.11

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rates collected from property owners support the current Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds

collected from the NPDES rates are restricted for use only within the Stormwater Management program.

The CSD Zone M annual charge, paid by the adjacent new developments, provides the necessary funding for the maintenance of newly constructed medians within the CSD. The Property Owners are being balloted for maintenance costs of future medians that are planned to be constructed. The amount collected will reduce the General Fund obligation for maintenance for those medians. **The collection of the CSD Zone M annual charge is restricted for use for the maintenance and administration of the improved medians within the CSD Zone M program.**

CITY COUNCIL GOALS

Advocacy

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Community Image, Neighborhood Pride, and Cleanliness

The Zone M program allows the CSD an opportunity to enhance the appearance of newly developed areas within the City.

Revenue Diversification and Preservation

The CSD Zone M annual charge and the NPDES maximum commercial/industrial regulatory rate provide funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council/CSD Board is to accept public comments regarding the mail ballot proceedings for Southeastern Calif Conf Sev Day Adventist Church and Buddhaddhammo Temple.

NOTIFICATION

On February 8, 2011, a ballot packet was mailed to the Property Owners. The packets included a notice to the Property Owner, map of the project area, the NPDES commercial/industrial rate schedule, instructions, ballots, and two postage-paid envelopes for returning the ballots to the City Clerk. (See Attachments 1 and 2.)

Newspaper advertising for the March 22, 2011, Public Meeting and April 12, 2011, Public Hearing was published in The Press-Enterprise on March 3, 2011. Additionally, the Public Hearing notification will be published on March 24 and again on March 31, 2011.

ATTACHMENTS

- Attachment 1: Southeastern Calif Conf Sev Day Adventist Church mail ballot packet
- Attachment 2: Buddhaddhammo Temple mail ballot packet

Prepared by:
Jennifer A. Terry,
Management Analyst

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

Concurred by:
Candace E. Cassel,
Special Districts Division Manager

Concurred by:
Mark Sambito,
Engineering Division Manager

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

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TEL: 951.413.3480
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WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Abel Cordero
c/o Southeastern Calif Conf Sev Day Adventist
26121 Camelot Ave
Loma Linda, CA 92354

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 484-030-015

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 484-030-015 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

ATTACHMENT 1

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 484-030-015 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M parcel charge for FY 2010/11 is \$1,579.60 for the proposed Alessandro Blvd. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 484-030-015 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 484-030-015**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 484-030-015, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 484-030-015, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
484-030-015 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 484-030-015**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 484-030-015 (and any division thereof), I approve the annual CSD Zone M charge of \$1,579.60 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Alessandro Blvd. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 484-030-015, I do not approve the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
484-030-015 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,579.60

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE

DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

Moreno Hills SDA Church APN 484-030-015

APN



484030015



Roads



Parcels



City Boundary



Future Median



Landscaped Areas

Map reflects all changes indicated
on Riverside County Assessor Maps
as of February 2, 2011.



G:\AVP\SDA\PA08-0041 Moreno Hills SDA.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics		Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics	
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	\$12.58
			Per Year
			\$151.00

Inflation Factor Adjustments

- FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
- FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
- FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
- FY 2009/2010 - no change = (\$35.00 & \$170.00)
- FY 2010/2011 - no change = (\$35.00 & \$170.00)

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14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

Albot Nikom
c/o Buddhahammo Temple
13920 Nason St.
Moreno Valley, CA 92555

February 8, 2011

NOTICE TO PROPERTY OWNER-MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE AND COMMUNITY SERVICES DISTRICT (CSD) ZONE M (COMMERCIAL, INDUSTRIAL, AND MULTIFAMILY IMPROVED MEDIAN MAINTENANCE) FOR APN 488-210-014

******* OFFICIAL BALLOT ENCLOSED *******

Llame al 951.413.3480 para obtener información verbal en Español

Introduction

In November of 1996, California voters passed Proposition 218 (“The Right to Vote on Taxes Act”). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of APN 488-210-014 (and any division thereof) the opportunity to express support or opposition to the approval of the NPDES regulatory rate and services and inclusion into and approval of the annual charge for the CSD Zone M program.

Background

NPDES Maximum Commercial/Industrial Regulatory Rate

The City shall provide the services necessary to meet mandates of the Federal Clean Water Act. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from all development types. NPDES Maximum Commercial/Industrial Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

The CSD was formed simultaneously with City incorporation and established Zones to allocate the costs of special benefit services to those parcels designated to receive selective programs. The CSD Zone M program provides ongoing maintenance to improved medians adjacent to commercial, industrial, and multifamily developments in designated areas of the City. Commercial, industrial, and multifamily developments along designated arterial streets are conditioned to participate in the improved median maintenance program in compliance with the Citywide Arterial Median Maintenance Policy approved by the CSD Board in March 2003 and revised in January 2006.

Services Provided

NPDES Maximum Commercial/Industrial Regulatory Rate

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

CSD Zone M Charge

Special Districts' staff manages private landscape maintenance firms to ensure that landscape preservation activities are completed on a regular schedule. The CSD Zone M annual charge was established to cover administration and service costs for the landscape maintenance. Services include, but are not limited to: mowing, trimming, pruning, weeding, fertilizing, replacing plant material(s) as necessary, removing litter, maintaining the irrigation systems, paying water and electric utility charges, staff support, and other items necessary for the satisfactory maintenance of the landscaped medians.

How is the Amount of the Charge Determined?

NPDES Maximum Commercial/Industrial Regulatory Rate

Each fiscal year (FY), the City of Moreno Valley shall determine the type of services necessary to comply with NPDES Permit requirements and levy the rate applicable for that service. The rate levied shall not exceed the rate previously approved by the property owners.

CSD Zone M Charge

The annual CSD Zone M charge includes maintenance and administration costs. The CSD Zone M charge shall be proportionally adjusted if APN 488-210-014 is subdivided. The charge levied shall not exceed the charge previously approved by the property owners.

Proposed Charge

NPDES Maximum Commercial/Industrial Regulatory Rate

For FY 2010/11, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. The total amount of the NPDES rates levied for FY 2010/11 for the program as a whole is \$392,575.

CSD Zone M Charge

The CSD Zone M parcel charge for FY 2010/11 is \$1,254.11 for the proposed Nason St. median. The total amount of the CSD Zone M charges levied for FY 2010/11 for the program as a whole is \$141,530.98.

Annual Adjustment

Beginning in FY 2011/12, the NPDES Maximum Commercial/Industrial Regulatory Rate and the CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APN 488-210-014 (and any division thereof) and shall be placed on the 2011/12 Riverside County property tax bill or as a monthly charge on a utility bill. The CSD Zone M

annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The NPDES Maximum Commercial/Industrial regulatory rate and the CSD Zone M charge will be levied each following year at the proposed rate, which may include an annual inflation adjustment.

Public Hearing

To provide information concerning this mail ballot proceeding the City/CSD has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the **Moreno Valley City Hall Council Chamber located at 14177 Frederick Street, Moreno Valley.**

<u>Public Meeting</u>	<u>Public Hearing</u>
Tuesday, March 22, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)	Tuesday, April 12, 2011 6:30 P.M. (Or As Soon Thereafter As The Matter May Be Called)

Tabulation of all returned ballots will commence after the close of the Public Hearing. All ballots received shall be tabulated under the direction of the City Clerk/Secretary of the CSD Board of Directors in compliance with the current Policy For Conducting Mail Ballot Proceedings Policy #1.12.

Effect if Inclusion into and Approval of the Charges is Approved

Approval of the NPDES Maximum Commercial/Industrial maximum regulatory rate and the proposed inclusion into the CSD Zone M program and approval of the annual charge will be confirmed if the ballots are marked in favor of the charge.

Effect if Inclusion into and Approval of the Charges is Not Approved

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval. If the ballot is not marked in favor of the CSD Zone M annual charge, then the charge will not be levied on the property tax bill and noncompliance of the Conditions of Approval shall result.

For More Information

If you have any questions about the proposed programs, the annual charges, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Completing Your Ballot

Property owner may submit the enclosed ballots to the City Clerk in support of or opposition to the proposed programs and annual charges. Please follow the instructions listed below to complete and return your ballots. Procedures for the completion, return, and tabulation of the ballots are also on file in the City Clerk's office.

1. Mark the enclosed ballots in support of or opposition to the proposed programs and annual charges **by placing a mark in the corresponding box.**
2. Sign your name on the ballots. Ballots received without signature(s) will be considered invalid *and will not be counted.*

3. Mail or personally deliver your ballots in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California, 92553. For your convenience, two postage-paid envelopes have been included for return of the ballots.
4. Ballot(s) must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, April 12, 2011**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Ballots received after the close of the Public Hearing cannot be legally counted.

Ballot Marks

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



A dot or oval mark substantially inside a box;



A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

**OFFICIAL MAIL BALLOT for
ASSESSOR PARCEL NUMBER (APN) 488-210-014**

**Moreno Valley Community Services District (CSD) Zone M
(Commercial, Industrial, and Multifamily Improved Median Maintenance)**

YES* — as the property owner of APN 488-210-014 (and any division thereof), **I approve** the annual CSD Zone M charge of \$1,254.11 for fiscal year (FY) 2010/11. Beginning FY 2011/12, the annual CSD Zone M charge shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The CSD Zone M annual levy amount shall be assessed on the Riverside County property tax bill as planning of the Nason St. median occurs. The CSD Zone M charge shall be proportionally adjusted if said APN is subdivided.

NO** — as the property owner of APN 488-210-014, **I do not approve** the CSD Zone M annual parcel charge. I understand that not incorporating said APN into the CSD Zone M program is a violation of the Conditions of Approval. The CSD Zone M charge shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	CSD Zone M Annual Charge
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$1,254.11

This ballot must be received by the Secretary of the Board of the CSD (City Clerk) prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

**OFFICIAL MAIL BALLOT for
Assessor Parcel Number (APN) 488-210-014**

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 488-210-014, I approve the NPDES maximum commercial/industrial regulatory rate and services. For fiscal year (FY) 2010/11, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. Upon approval of the maximum regulatory rate, the annual levy amount shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. Beginning FY 2011/12, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

NO** — as property owner of APN 488-210-014, I do not approve the NPDES maximum commercial/industrial regulatory rate and services. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval. The NPDES maximum commercial/industrial regulatory rate shall not be levied on the Riverside County property tax bill.

Assessor Parcel Number	YES*	NO**	NPDES Maximum Commercial/Industrial Regulatory Rate
488-210-014 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$205 per parcel

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on April 12, 2011, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

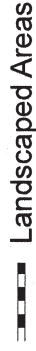
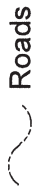
Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español

Buddhadhammo Temple

APN 488-210-014

APN 488210014

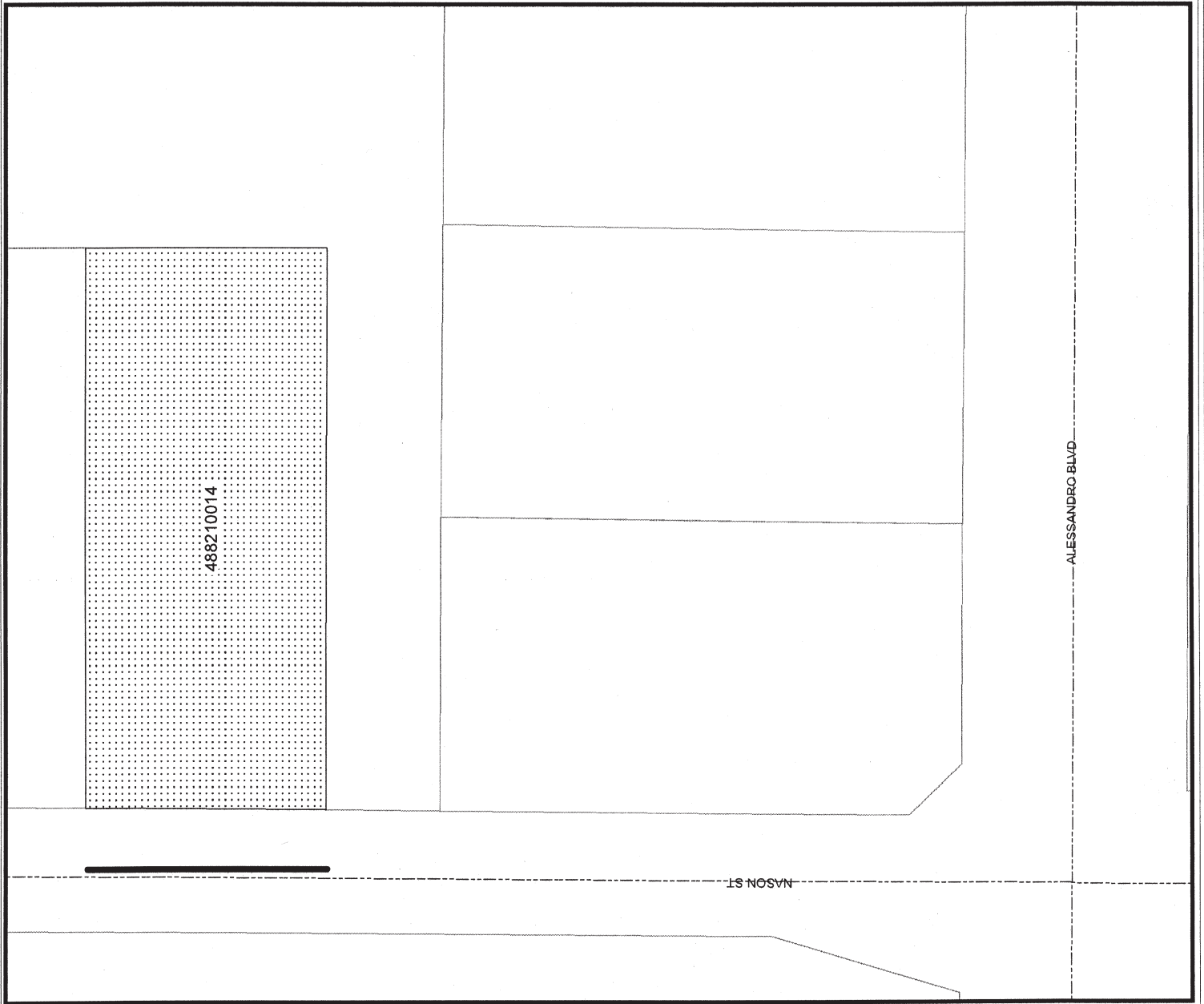


Map reflects all changes indicated on Riverside County Assessor Maps as of February 2, 2011.



G:\AVP\SDA\PA08-0091 Buddhadhammo Temple.mxd

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recopied or resold.

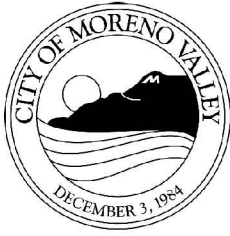


COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration <i>(Not covered by CSA 152)</i>		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
<p>Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.</p> <p>Level I is levied on all parcels conditioned for the NPDES Rate Schedule.</p>		<p>Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.</p>	
<p>Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics</p>			
PROPOSED PARCEL RATE	Per Month	Per Year	PROPOSED PARCEL RATE
	\$2.67	\$32.00	Per Month Per Year \$12.58 \$151.00

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
 FY 2009/2010 - no change = (\$35.00 & \$170.00)
 FY 2010/2011 - no change = (\$35.00 & \$170.00)



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 and Chairman and Members of the Board of Directors of the Community Redevelopment Agency of the City of Moreno Valley

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: CONDITIONAL COMMITMENT LETTER AMONG THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, THE CITY OF MORENO VALLEY AND RANCHO BELAGO DEVELOPERS INC.

RECOMMENDED ACTION

Staff recommends the City Council:

Rescind the action from the last meeting of adopting Resolution No. 2011-26 consenting to the approval of an Affordable Housing Agreement between the Redevelopment Agency and Rancho Belago Developers Inc. and restate the City's approval of the Conditional Commitment Letter Agreement among the Community Redevelopment Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

Staff recommends the Redevelopment Agency Board:

Rescind the action from the last meeting of adopting Resolution No. RDA 2011-05 approving an Affordable Housing Agreement by and between the Agency and Rancho Belago Developers Inc. and restate the Agency's approval of the Conditional Commitment Letter Agreement among the Agency, the City of Moreno Valley and Rancho Belago Developers Inc.

BACKGROUND

At the March 8 meeting the City and Redevelopment Agency Board approved a Conditional Commitment Letter Agreement among the Agency, the City and Rancho Belago Developers Inc to assist in the development of an affordable housing project. The approval included a motion approving two resolutions that weren't required.

DISCUSSION

To properly facilitate the approval of the Agreement, the City Council and RDA Board must rescind their previous action of approving the resolutions and restate their approval of the Conditional Commitment letter Agreement among the Redevelopment Agency, the City and Rancho Belago Developers Inc. The Agency’s Special Legal Counsel and the Developer are working on the drafting of an Affordable Housing Agreement for the project which shall be considered by the Agency Board on April 12.

ATTACHMENTS

Attachment A – Conditional Commitment Letter Agreement Among the Community Redevelopment Agency of the City of Moreno Valley, the City of Moreno Valley and Rancho Belago Developers, Inc.

Prepared By:
Barry Foster
Community & Economic Development Director

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

**CONDITIONAL COMMITMENT LETTER AGREEMENT AMONG THE
MORENO VALLEY REDEVELOPMENT AGENCY, THE CITY OF MORENO
VALLEY, AND RANCHO BELAGO DEVELOPERS, INC.**

March 8, 2011

James M. Jernigan
Rancho Belago Developers, Inc.
27700 Kalmia Avenue
Rancho Belago, CA 92555-5200

Re: Hemlock Family Apartments ; Moreno Valley Redevelopment Agency and City of
Moreno Valley Residual Receipts Loans for New Construction of Hemlock Family
Apartments

Dear Mr. Jernigan:

We are pleased to offer these conditional commitments of funds on behalf of and from the Moreno Valley Redevelopment Agency, City of Moreno Valley, California (“Agency”) and the City of Moreno Valley (“City”) by this Conditional Commitment Letter (herein, “Conditional Commitment Letter”) to Rancho Belago Developers, Inc., and its affiliate Rancho Belago Developers, Inc. (“Developer”) for Developer’s consideration and acceptance, subject, however, to the approval of this Conditional Commitment Letter by the City Council of the City of Moreno Valley (“City Council” and “City, respectively) and the governing board of the Moreno Valley Redevelopment Agency, City of Moreno Valley, California (“Agency”) of the terms and conditions of that certain “Agency Loan” and that certain “City Loan”, respectively, as more fully detailed herein (together, “Loans”).

The Agency is a redevelopment agency organized, operating, and existing pursuant to the California Community Redevelopment Law, Health & Safety Code Section 33000, *et seq.* (“CRL”). City is a California municipal corporation and general law city. Pursuant to the CRL, the Agency maintains a low to moderate income housing to improve, increase and preserve the community’s supply of low to moderate income housing available at an affordable housing cost (“Housing Fund”). City is a participating jurisdiction with the United States Department of Housing and Urban Development that has received funds from HUD pursuant to the federal HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR § 92.1, *et seq.* for the purposes of strengthening public/private partnerships to provide more affordable housing, particularly decent, safe, sanitary, and affordable housing, with primary attention to housing for Very Low Income and Lower Income households in accordance with the HOME Program.

If approved by Agency and City Council, respectively and subject to their amendment of this Conditional Commitment Letter, if any, will be provided to you a conditional commitment for loans, subject to the Overriding Conditions (as set forth in #21, below) and subject further to the following terms and conditions:

1. Developer/Borrower

Rancho Belago Developers, Inc., (or its approved affiliate) shall be the developer with Rancho Belago Developers, Inc., as the borrower and sole owner and operator (“Developer”). Rancho Belago Developers, Inc. may establish a single-asset entity for the purposes of developing the project (hereinafter the “Borrower”), and/or to be formed California limited partnership, with Rancho Belago Developers, Inc., a California corporation as its Administrative General Partner and Housing Corporation of America, a Utah nonprofit public benefit corporation as Managing General Partner, as approved by Agency. The identity of each limited partner of the partnership and/or member of the BORROWER and their respective roles and responsibilities, as member(s), general and/or limited partner(s), for the Project are subject to the approval of Agency and City. The documentation of the Borrower is subject to the approval by Agency, City and their respective Special Counsel and General Counsel(s). Hereinafter, the Borrower and Developer are referred to as “Developer”.

2. Amount of Loans

Agency Loan: Subject to the deferred payment residual receipts loan not to exceed an original principal amount of \$6,500,00, which will be funded with moneys from the Agency’s Housing Fund per CRL Sections 33334.2, 33334.6, *et seq.* The Agency Loan shall be disbursed in accordance with a schedule to be approved by the Agency and stated in formal loan documentation for such loan (to be negotiated after allocation by the California Tax Credit Allocation Committee (“TCAC”) of Tax Credits to Developer for the Project, “Agency Loan Agreement”).

City Loan (HOME Program Funds): A deferred payment (residual receipts) loan not to exceed \$1,000,000. The City Loan shall be disbursed in accordance with a schedule to be approved by the City Council and stated in the loan documentation for such loan (to be negotiated after allocation of Tax Credits for the Project, “City Loan Agreement”).

Both the Agency Loan and the City Loan are expressly contingent upon the TCAC’s award of 4% Tax Credits to Developer for the Project and Developer’s securing other conditional funding commitments.

3. Project

New construction of a 78-unit affordable apartment project referred to as *Hemlock Family Apartments* located on Hemlock Avenue, west of Perris Boulevard in Moreno Valley, California as described in and such Project received a land use entitlement from the City.

4. Term of Affordability

Not less than fifty-five (55) years.

5. Affordability Restrictions

Seventy-seven (77) of the seventy-eight (78) units shall be affordable to and occupied by persons and or households at or below sixty percent (60%) of the Area Median Income (AMI) referenced in Attachment No. 2 to the staff report included with the City Council and Agency’s consideration and approval of this Conditional Commitment Letter, in a mix of fifty-three (53) two-bedroom and twenty-four (24) three - bedroom units. The seven-eighth (78th) unit may be occupied by management personnel and need not be rent or occupancy restricted. A Regulatory Agreement and Declaration of Covenants, Conditions, and Restrictions (“Regulatory Agreement”) and a Notice of Affordability Restrictions per CRL Section 33334.3 restricting rents and occupancy of seventy-seven (77) of the seventy-eight (78) units for not less than fifty-five (55) years shall be recorded against the Site in favor of each of City and Agency. Such Regulatory Agreement and Notice of Affordability Restrictions shall be in a form and format acceptable to Agency, City and Special Counsel in their sole discretion. The Affordable Rent and occupancy restrictions shall include the following:

- Twenty-five (25) units affordable to residents with incomes at or below 50 percent (50%) of Area Median Income (AMI);
- Fifty-two (52) units affordable to residents with incomes at or below 60 percent (60%) of Area Median Income (AMI);

5. Loan Terms/Repayment

Agency Loan: The Agency Loan shall be evidenced by a Promissory Note in the amount of \$6,500,000 and shall be secured by a Deed of Trust recorded against the Site. The Agency Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City. The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by Agency.

City Loan: The City Loan shall be evidenced by a Promissory Note in the amount of \$1,000,000 and shall be secured by a Deed of Trust recorded against the Site. The City Promissory Note shall provide for a scheduled annual repayment of a pro rata share of residual receipts taking into account the funding participation by Agency and the City (the latter solely

from such moneys, if any, as become available to City under the HOME Program). The first payment shall commence at the end of the first fiscal year following the date of the issuance of a Release of Construction Covenants by City.

Provisions Common to Agency Note and City Note: Interest on each Promissory Note shall be 3% simple interest (or such other interest rate as may be established by mutual agreement). Interest shall accrue from the first disbursement and all payments shall be applied first to accrued interest then to principal. The Promissory Note shall contain due on sale and further encumbrance clauses and shall be in a form and content as approved by Special Counsel for the Agency and the City, respectively.

All principal and accrued interest shall be due and payable upon repayment in full of the permanent financing, except for a repayment resulting from a pre-approved refinancing of the permanent financing, in which no cash or other consideration is received by the Developer as a result of such refinancing.

6. Security

Agency Loan: The Agency Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the governing board of the Agency, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the Agency and its Special Counsel in their sole discretion.

City Loan: The City Loan shall be secured by a Deed of Trust, which Deed of Trust may, upon specific approval thereof by the City Council, will be subordinated, to the construction and permanent financing and in a form and format acceptable to the City, acting through its City Council, and its Special Counsel in their sole discretion.

7. Pro Forma/Expenses

All expenses of this Project shall be approved by Agency and City in their reasonable discretion. The Developer's pro forma for the Project has been submitted to and reviewed by Keyser Marston Associates ("KMA"), Agency's and City's economic advisor. KMA's report on the Project, including assumptions, analysis and warranted subsidy, is based on the Developer's pro forma and such "KMA Report" and is a substantive and material basis under which both Agency and City are providing their conditional commitments to make the Agency Loan and City Loan, respectively. Observance of the parameters set forth in the KMA Report is an integral and fundamental

element of this conditional commitment and agreement, but for which Agency and City will have no duties hereunder.

8. Reserves

Subject to the approval of the construction and/or permanent lender(s), Developer shall deposit a minimum of \$500 per unit per year (\$39,000 per year) into a dedicated capital replacement reserve account as part of its annual operating expenses. Use of capital replacement reserves shall be subject to the approval of Agency and City.

9. Recourse

The Agency Loan shall be recourse until the timely completion of the Project, when it shall become non-recourse. The City Loan shall be recourse until the timely completion of the Project, when it shall become nonrecourse

10. Notice/Cure Assumption Rights

Each of Agency and City shall have the right, but not the obligation to cure, after notice of default, any and all defaults in any senior encumbrances. All subordination agreements shall be subject to the sole approval of Agency and City and shall include extended cure rights, separate notice to, and rights to assume senior encumbrances.

11. Management Plan

The Management Plan shall be subject to periodic approval by each of Agency and City, in their reasonable discretion.

12. Management Approval

Each of Agency and City reserves the right to declare Developer in default of the Agency Loan Agreement or the City Loan Agreement after an uncured ninety (90) day written notice of malfeasance and/or misfeasance in management of the Project.

13. Time of Funding

Agency will fund the Agency Loan upon satisfaction of all conditions set forth in the Agency Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the governing board of the Agency. City will, from HOME Program funds, fund its loan upon satisfaction of all conditions set forth in the City Loan Agreement. All documentation, including any senior loan documents, shall be subject to review and approval of the City Council.

14. Construction Contract

Funding of each of the Agency Loan and the City Loan is subject to Agency and City approval of a guaranteed maximum “not-to-exceed” contract for the construction work. Developer shall comply, and shall cause its contractor and all subcontractors to comply, with all state and federal program

limitations and requirements, including without limitation those requirements commonly referred to as “Section 3”, including all reporting, meetings, and other compliance requirements thereof.

15. Evidence of Financing;

Other Loans;

Tax Credit Equity

Each of Agency and City shall have right to review and approve all evidence of financing, including the construction loan and the permanent loan documentation, along with solicitation for and selection of a tax credit equity investor, and in particular the provisions of any subordination of the Agency Loan and/or the City Loan to any such senior encumbrances.

16. Partnership Related Fees

The Partnership Related Fees, including management fee, asset management, general partner and/or limited partnership fees, shall not exceed an amount to be approved by Agency and City.

17. Developer Fee

The Developer Fee for the Project shall not exceed those limitations as stated in the California Tax Credit Committee Regulations. The Developer Fee shall be available for and shall be used, as necessary, to pay for any and all cost overruns in the construction of the Project prior to and as a condition to any disbursement thereof to Developer. Developer Fee disbursements shall be in increments as specified in the Tax Credit Partnership Agreement and shall be subject to approval by Agency, City and respective designees.

18. Prevailing Wages

If required by federal and/or state law or as a condition of obtaining funding, the Developer shall comply with the requirements for payment of both Federal Labor Wage Rates (Davis Bacon Act) and State Prevailing Wages (California Labor Code) and shall pay the higher of the two in the event of a conflict on a trade-by-trade basis.

19. Time of Performance

Construction shall commence within the timeframe required by TCAC. Construction shall be completed according to the schedule outlined in the Agency Loan Agreement and the City Loan Agreement (up to 18 months) and stabilized occupancy shall be achieved according to the requirements of TCAC and the other funding sources. Time is of the essence to each and every provision hereof; in the event one or more milestones is not met by the time established therefor hereunder, Agency or City may, at their sole discretion and without providing necessity of an extension or opportunity to cure, terminate their conditional commitments hereunder.

20. Funds

Agency may fund the Agency Loan from various sources including the Housing Fund, tax increment not held in the Housing Fund or any other local, State, and/or federal funding source. If funded from tax increment, then all applicable requirements of the CRL shall apply and construction and operation of the Project and the Project shall be subject to all applicable provisions of the CRL. City intends to fund the City Loan only from available HOME Program funds; therefore, because federal funds will be a source of funding then construction and operation of the Project shall be subject to all applicable federal program limitations, rules, and regulations.

21. Overriding Conditions:

Any conditional commitment hereunder and in addition to other conditions or limitations hereunder, is expressly conditioned upon and subject to: (i) Circumstances involving the threatened elimination of redevelopment agencies and activities in California: Developer acknowledges that the Governor of the State of California has proposed the elimination of redevelopment agencies throughout the State of California. The Agency Executive Director, City Manager and City make no representations or warranties as to the outcome of the Governor's proposal or the ability and authority of the Agency to operate or receive tax increment or other funding after March 8, 2011. Developer has informed itself of all matters it deems relevant in connection with such circumstances, acknowledges that any conditional commitment of the City and the Agency is subject to the Agency being allowed to continue to operate and receive tax increment revenues (including, without limitation, for the purposes described hereunder), and exonerates each of the Agency and the City from any responsibilities in relation thereto; (ii) completion of environmental processes and clearances for the project; (iii) the obtaining of planning approvals; (iv) the availability to the City of HOME moneys in the amounts described hereunder (the Agency and the City making no representations concerning the availability of such funds, in the amounts described hereunder or in any amount); (v) the availability of City HOME moneys has not been finally determined and any such availability of moneys for the proposed project are subject and subordinate to other conditional commitments. In addition, the availability of such moneys is contingent upon the availability and conditional commitment of housing set-aside revenues as described in (vi), below; (vi) the value of land is subject to confirmation as set forth in item #23, below; (vii) the availability of housing set-

aside revenues, as defined in Health and Code Section 33334.2, to the Agency, in amounts sufficient to fund those amounts described hereunder as the amount of the Agency loan, subject and subordinate to existing obligations of the Agency, together with any obligations of the Agency under a proposed Affordable Housing Agreement between the Agency and MV Rancho Dorado Limited partnership, a California limited partnership (a copy of which is on file with the Community Development Director of the City for consideration by the Agency governing board at the Agency's meeting of March 8, 2011, and a copy of which has been provided to Developer hereunder)(the "Dorado Agreement"). Agency and City make no representations whatsoever to Developer concerning the future availability of moneys to the City or the Agency.

22. ALTA Lender's Policies

Developer shall cause to be issued to City and Agency, at Developer's sole cost and expense, ALTA Lender's Policies for each of the Agency Loan and the City Loan, with endorsements acceptable to Agency and City and respective Special Counsel.

23. Updated Appraisal

Prior to funding, Developer shall cause to be prepared and shall submit to each of Agency and City for their respective approval, an updated, as constructed, appraisal, as a condition to funding. Appraised value shall reflect the then-current value of the appraised property in the Site's then-current condition in addition, City shall engage a separate appraisal or review appraisal by an independent appraiser of the City's choosing; Developer will defray City's costs in connection therewith.

24. Contract Approval

The funding of each of the Agency Loan and the City Loan is also subject to Agency's and City's approval of the necessary handicap accessibility design compliance provisions being stated within the project architect's contract.

25. Assumption of Loan

The Agency Loan and the City Loan may not be assumed without the prior written consent of each of Agency and City each acting at their sole and absolute discretion. It is contemplated that City and Agency will agree that such loans may be assumed by tax credit limited partnership, provided that the limited partnership is approved by each of Agency and City, provided that Developer (or Borrower as its approved affiliate) will be the general partner of the limited partnership, and further provided that such tax credit limited partnership shall agree to be further bound by the terms contained in a comprehensive transactional agreements, the Agency Loan Agreement and the City Loan Agreement and all implementing

documents thereof, to be entered into among Developer, Agency and City.

26. TCAC

Each of the Agency Loan and the City Loan is contingent upon TCAC award of the necessary 4% Tax Credits for the Project. Developer shall submit to TCAC and to the City and Agency all documents necessary to complete the Tax Credit application towards consideration and receipt of an allocation of Tax Credits. Developer is and shall be expressly limited to obtaining an allocation for private activity bonds and a preliminary reservation of 4% tax credits to August 1, 2011. Prior to funding, Developer shall submit to Agency and City a complete, legible copy of CDLAC's or TCAC's letter acknowledging that Developer has satisfied all applicable submittal requirements together with evidence of conditional funding commitments demonstrating funding is committed sufficient for the development of the Project with affordability covenants of not less than 55 years.

27. Documentation

All documentation of this transaction shall be subject to the approval of each of City and Agency acting through their respective governing boards.

28. Additional Conditions

Each of City and Agency reserves the right to impose such additional conditions, both conditions precedent and conditions subsequent, in the Agency Loan Agreement and the City Loan Agreement, and all attachments thereto, and other final documentation of the transaction as are reasonably necessary to protect the interests of the City and the Agency and fulfill the intent of this Conditional Commitment Letter. Included as additional conditions are the completion of a comprehensive transactional agreements, Agency Loan Agreement and City Loan Agreement, to be prepared by Agency and City and Special Counsel (as approved also by Agency General Counsel and City Attorney) containing terms customary to similar agreements by Agency and City and including, without limitation, provisions for: (i) demonstration of available and committed moneys sufficient (with the City Loan and the Agency Loan) for the acquisition of the Site and the construction through completion and lease-up of the Project; (ii) annual financing reports; (iii) satisfaction of Section 3 and other HOME Program requirements; (iv) bidding procedures and construction costs acceptable to each of Agency and City; (v) land acquisition cost acceptable to each of Agency and City; (vi) a leasing agreement form, tenant selection process, and reporting/monitoring program acceptable to City and Agency; and (vii) insurance and indemnity conforming to

requirements of Agency and City as set forth in Attachment No. 2 to the staff report for this Conditional Commitment Letter and also conforming to certain Agency/City requirements regarding insurance and indemnity as set forth in Attachment 5 to such staff report.

29. Tax Credit Investor

Agency and City must receive an acceptable binding commitment from a Tax Credit investor limited partner, that its Tax Credit investment and contribution to the Project will be not less than \$4,736,278. A Tax Credit commitment of less than the estimated \$4,736,278 will be subject to the sole approval of each of Agency and City. The Tax Credit Partnership Agreement shall be subject to approval by each of Agency and City.

30. Possible Reduction to Agency Loan

Should the cost of the Project be decreased, or should the funding sources increase from those anticipated herein (cost and source amounts as referenced in the staff report presented to the Agency and City Council on March 8, 2011) and/or should the contingency not be utilized, then the amount of increased sources and/or savings shall be allocated first to reduction of the General Partner's loan and deferred Developer fee then 50% to Developer and 50% as between Agency and City; the allocation as between Agency and City shall be determined by Agency and City notwithstanding the forgoing, the forgoing is subject to those conditions and limitations set forth below, including without limitation item #23.

31. No Other Funds from City or Agency

Agency and City are not hereby committing to provide any further funds to this Project beyond those referenced in this Conditional Commitment Letter or without satisfaction of any and all conditions contained herein (and specifically including the limitation that the City will use no moneys other than HOME Program funds in making the City Loan). Any need to purchase the Site prior to TCAC allocations must be and shall remain within Developer's sole responsibility and decision and with no obligation of Agency or City to provide any funds whatsoever for such early acquisition. Cost overruns, if any, must be addressed by use of the Developer Fee and/or other funding sources and/or other assets of the Developer and in no event from additional monies from the City and/or Agency.

32. Agency/City Team

In connection with the proposed project, the Agency or City will, subject to readiness to proceed, consider the issue of multifamily conduit revenue bonds ("Bonds") in connection

with the financing of the Development. The Developer agrees and acknowledges that; (i) the consideration of the issuance of Bonds requires approval after a public hearing of the City or Agency, apart from the approval of this Agreement, and that there is no assurance that such approval will be given; (ii) an allocation process administered by an agency of the State of California is required in connection with the issuance of Bonds, and the Developer and not the Agency would be fully responsible for preparing application with the participation of the Agency or the City, obtaining approval, and complying with conditions imposed as part of such a process; (iii) if bonds are obtained for the Improvements, they are to be issued by the Agency or the City; (iv) any Bonds issued by the Agency or City in connection with the Development would only be a conduit issuance, with no liability of the City or Agency excepting only the payment of moneys received from the Developer in accordance with the state law pursuant to which the Bonds are issued, and with credit support in the form of a letter of credit by one of the ten largest banks in California or another lender approved by the Executive Director at his sole discretion; (v) any Bonds issued by the Agency or City would be privately placed or rated by one of the two largest rating agencies with one of the three highest investment-grade ratings, and on terms customary and reasonably acceptable to the Agency Executive Director; (vi) all costs in connection with the issuance of such bonds, including without limitation costs of issuance, the cost of credit support, ratings, and insurance, shall be borne by the Developer directly or as part of the matters funded by the bonds and the City or Agency shall be entitled to an initial and annual issuer's fee of 14 points (based on the principal amount of the Bonds then outstanding until conversion, and 12 points annually thereafter, in addition to its out of pocket expenses and fees of Stradling Yocca Carlson & Rauth, a Professional Corporation, or other bond counsel designated by Agency or City at their sole discretion, and a financial adviser to the Agency; and (vi) the term of the Bond(s) shall not exceed forty (40) years nor be less than twenty (20) years but may be due in fifteen (15) years. The Agency is not obligated to modify, in any respect, the unit mix, affordability levels, or times for performance by virtue of the matters set forth in this paragraph.

33. Other Terms

Each of Agency and City reserves the right to impose any additional conditions in the Agency Loan Agreement and/or the City Loan Agreement and other implementing loan documents that may be necessary, in the discretion of City or

Agency, as applicable, to protect the interests of Agency and City and fulfill the intent of this Conditional Commitment Letter. Such documentation shall be approved by the Agency and the City Council. The provision by Developer of an appraisal supporting a land value (based upon an unimproved state) within ten percent (10%) of that amount reflected for land cost in that pro forma on file with the City and designated in writing by City staff as the "Final Commitment Letter Pro Forma" shall be a condition to the Agency and/or City considering a comprehensive transactional agreement, Agency Loan Agreement and City Loan Agreement, as referenced in paragraph 28 hereof.

This conditional commitment of funds to provide the Agency Loan and the City Loan as set forth in this Conditional Commitment Letter is conditional upon Developer receiving commitments from its other sources of financing, including allocations from the State of California Tax Credit Allocation Committee.

If you are willing to proceed on the terms and conditions referenced herein, please execute this Conditional Commitment Letter and return it to the undersigned on March 8, 2011 so that the executed form thereof might be attached to the staff report accompanying this Conditional Commitment Letter.

Even after your execution, the Conditional Commitment Letter shall not be effective, unless and until approved by both the Agency and the City.

Sincerely,

Henry T. Garcia, Executive Director of the Community
Redevelopment Agency, City of Moreno Valley

Henry T. Garcia, City Manager
City of Moreno Valley

Agreed to and accepted this ____ day of _____, 2011 by:

James M. Jernigan, President
Rancho Belago Developers, Inc.

PARTICULAR MORENO VALLEY AGREEMENT PROVISIONS

[Numbering of sections is illustrative, only]

4.5 Insurance Requirements. In addition to the separate and severable indemnification covenants and provisions provided by the Developer to Agency and City hereinafter in this Section 4.5, *et seq.*, the Developer shall provide insurance according to these requirements. The Developer shall maintain the following coverages on behalf of Agency and City and any and all of their elected officials, boards, officers, employees, and agents for all claims, damages to property and injuries to persons, including death (including attorneys' fees and litigation costs), which may be caused by any of Developer's activities under this Agreement or related in any respect whatsoever to the Development, regardless of whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer and regardless of whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall cause all requirements of this section, and the construction insurance requirements hereafter for such construction insurance, to be obtained and maintained until the completion of the Improvements.

The parties acknowledge and agree that the Loan Agreement includes and requires the Developer to obtain and maintain specific insurance regarding the Development. To the extent the insurance requirements of the Loan Agreement provide for and require policies of insurance coverage with and in amounts, types, and endorsements that exceed the requirements provided hereunder, then the Developer shall provide such increased coverage to the Agency and City and any and all certificates and endorsements therefor shall include both the Agency and City as more specifically set forth in this Section 4.5, *et seq.*

4.5.1 Categories of Coverage for the Development. The following insurance categories shall be caused to be provided by the Developer for the Development and evidence of such coverage and endorsements shall be provided by the time set forth herein.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars (\$2,000,000) per occurrence for all coverages and not less than Five Million Dollars (\$5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word "ongoing" before "operations" in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non

owned and hired autos. Limits shall be no less than One Million Dollars (\$1,000,000) per accident and not less than Two Million Dollars (\$2,000,000) in general aggregate. If the Developer owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than One Million Dollars (\$1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City and Agency and any and all of their boards, officials, employees or agents.

(d) General Conditions Pertaining to Provision of Insurance Coverage by the Developer The Developer agrees to the following provisions regarding insurance provided by the Developer for the Development:

(i) The Developer agrees to provide insurance in accordance with the requirements set forth herein. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by the Developer.

(ii) The coverage required here will be renewed annually by the Developer as long as the Developer continues to provide any services under this or any other contract or agreement with Agency. The Developer agrees to maintain liability coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit the Developer, or the Developer's employees, or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against Agency and City.

(iv) The provisions of any workers' compensation or similar act will not limit the obligations of the Developer under this agreement. The Developer is and shall at all times be considered an Independent Contractor, and expressly agrees not to use any statutory immunity defenses under such laws with respect to Agency or City and their employees, officials and agents.

(v) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.

(vi) All insurance coverage and limits provided by the Developer and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vii) Unless otherwise approved by Executive Director, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of

California and with a minimum “Best’s” Insurance Guide rating of A:VII. Self insurance will not be considered to comply with these insurance specifications.

(viii) Any “self insured retention” must be declared and approved by Agency. Self funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If the Developer has such a program, the Developer must fully disclose such program to Agency.

(ix) The Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from the Developer’s insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(x) The Developer agrees to provide evidence of the insurance required herein, satisfactory to Executive Director and the City’s “Risk Manager”, consisting of: certificate(s) of insurance evidencing all of the coverages required and, an additional insured endorsement to the Developer’s general liability policy using Insurance Services Office endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees, upon request by Executive Director or City Risk Manager to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(xi) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

(xii) The Developer agrees to require all Contractors, subcontractors, or other parties hired for this Development to provide workers’ compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of One Million Dollars (\$1,000,000). The Contractor’s general liability insurance shall add as additional insureds Agency and City and their designee(s), and any and all of their boards, officials, employees and agents using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or the Developer may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. The Developer agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xiii) Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xiv) The Developer agrees to provide notice within ten (10) days to Executive Director and City's Risk Manager of the Developer's receipt of any claim or loss against the Developer that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds \$10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xv) The insurance requirements set forth in this section are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvi) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

4.6 Construction Insurance Requirements; Contractor for Construction Contract. From the period commencing upon the earliest to occur of (i) the effective date of the Construction Contract between the Developer and Contractor for the Development, or (ii) the date the Contractor enters onto the Site, or (iii) the date of any work on the Site has been completed (without regard to whether the Agency has issued a Certificate of Completion), the Developer shall cause its Contractor to provide and maintain at no expense to Agency (or City), insurance policies meeting the requirements set forth in this Section 4.6. The insurance shall protect Contractor, Contractor's agents, representatives, employees, vendors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, and said insurance is in addition to the insurance provided by the Developer hereunder. The Developer, Agency and City and their officers, employees, and agents shall be named as additional insureds on such policies, which shall be evidenced in endorsements or certificates that meet the requirements of Section 4.5 above for additional insureds, or as otherwise approved by the City's Risk Manager.

4.6.1 Contractor Insurance Submittals. Developer shall cause USA Construction Management Inc. ("Contractor") to provide insurance according to the requirements set forth here. Contractor will maintain the following coverages on behalf of City and Agency and any and all of their boards, officials, employees and agents.

(a) Commercial General Liability. Commercial General Liability Insurance shall be provided on Insurance Services Office CGL policy form No. CG 00 01 11 85 or equivalent policy form approved by City's risk management department. Policy limits shall be no less than Two Million Dollars (\$2,000,000) per occurrence for all coverages and not less than Five Million Dollars (\$5,000,000) in general aggregate. There shall be no cross liability exclusion. Coverage shall apply on a primary non contributing basis in relation to any other insurance or self insurance (primary or excess) available to City, Agency, and any and all of their boards, officials, employees or agents. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. There shall be no contractor's limitation endorsement.

Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City or Agency, not caused or contributed to by the Developer, as established by agreement between the parties or by the findings of a court of competent jurisdiction. City, Agency, and any and all of their boards, officials, employees and agents shall be added as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide an additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion.

(b) Business Auto Coverage. Business Auto Coverage shall be written on Insurance Services Office Business Auto Coverage form CA 20 26 1185 including owned, non owned and hired autos. Limits shall be no less than One Million Dollars (\$1,000,000) per occurrence for all coverages and not less than Two Million Dollars (\$2,000,000) in general aggregate. the Developer may submit, and City risk management department may review and approve, another policy form and/or another form of additional insured endorsement, so long as the review and approval of such form of policy and/or endorsement is within City risk management department’s sole, reasonable discretion. If Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

(c) Workers’ Compensation/Employer’s Liability. Workers’ Compensation/Employer’s Liability shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employer’s liability limits shall be no less than One Million Dollars (\$1,000,000) per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, Agency, and any and all of their boards, officials, employees or agents.

(d) Course of Construction (Builder’s Risk) Insurance. Course of Construction (Builder’s Risk) Insurance shall be provided by Contractor (or by the Developer) and shall include City, Agency, and any and all of their boards, officials, employees and agents as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Coverage shall be for the full completed value of the project. Any deductible amounts shall be the responsibility of the first named insured on the policy and shall not be the responsibility of Agency or City. The policy shall cover all real and personal property for “all risks” of loss for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the Site, off site, or in transit, for the full replacement value of such property, but expressly excluding the perils of floods and earthquakes. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable.

(e) General Conditions Pertaining to Provision of Insurance Coverage by Contractor Contractor must agree to the following provisions regarding insurance provided by Contractor:

(i) Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, Agency has the right to order contractor to discontinue work until suitable replacement coverage is obtained.

(ii) The coverage required here will be renewed annually by Contractor as long as Contractor continues to provide any services under this or any other contract or agreement with the Developer or Agency. Contractor agrees to maintain this coverage after the term of this Agreement so long as such coverage is reasonably available.

(iii) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Agency and/or City.

(iv) No liability policy shall contain any provision or definition that would serve to eliminate so called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor. Contractor expressly agrees not to use any statutory immunity defenses under workers' compensation or related laws with respect to Agency and/or City, their respective employees, officials and agents, to avoid Contractor's indemnity obligation for such third party action over claims.

(v) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to Agency or its operations limits the application of such insurance coverage.

(vi) Unless otherwise approved by Agency, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A:VII.

(vii) Any "self insured retention" must be declared and approved by Agency. Agency reserves the right to require the self insured retention to be eliminated, reduced, or replaced by a deductible. Self funding, policy fronting or other mechanisms to avoid risk transfer shall be fully disclosed to Agency before any notice to proceed is issued.

(viii) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Agency within five (5) days of the expiration of the coverages.

(ix) Contractor agrees to provide evidence of the insurance required herein, satisfactory to Agency, consisting of: a) certificate(s) of insurance evidencing all of the coverages required and, b) additional insured endorsement to Contractor's liability policy using

Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or equivalent that is not restricted to Contractor’s “ongoing operations”, and/or or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees, upon written request by Agency to provide complete, certified copies of any policies required by this section, within ten (10) days of such request. Any actual or alleged failure on the part of Agency or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of Agency or any additional insured, in this or any other regard.

(x) Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to Agency of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

(xi) Contractor agrees to require all subcontractors or other parties hired for this project to provide workers’ compensation, general liability and automobile liability insurance, unless otherwise agreed to by Agency with minimum liability limits of \$1 million. The subcontractor’s general liability insurance shall add City and Agency as additional insureds using Insurance Services Office additional insured endorsement form CGL 027 00 01 04 (so long as that additional insured endorsement form omits the word “ongoing” before “operations” in line 2 of Section II from the form thereof provided for review by Agency prior to the Date of Agreement) or Contractor may provide additional insured endorsement form No. CG 20 26 1185 or another additional insured endorsement form presented to and reviewed and approved by the City risk management department in its sole, reasonable discretion. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.

(xii) Contractor agrees to require design professional liability insurance from any design professional engaged for the Development in an amount no less than \$1 million per claim and \$2 million in general aggregate. Contractor agrees to require that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts Contractor enters into on behalf of Agency, will reserve the right to charge back to Agency the cost of insurance required by this or any other agreement.

(xiii) Contractor agrees that upon request, any agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of Agency, will be submitted to Agency for review. Failure of Agency to request copies of such agreements will not impose any liability on Agency, or its employees.

(xiv) Requirements of specific coverage features or limits contained in this Section 4.6.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(xv) Contractor agrees to provide immediate notice to Agency of any claim or loss against Contractor that includes Agency or City as a defendant and of any claim or loss arising out of the work performed under this agreement in which the demand or probable ultimate cost exceeds \$10,000. Agency assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Agency.

(xvi) The insurance requirements set forth in this Section 4.6.1 are intended to be separate and distinct from any other provision in this Agreement and are intended to be interpreted as such.

(xvii) The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

4.7 Knowledge of Claim. If at any time the Developer (or its Contractor) becomes aware of a claim or a potential claim, the Developer (or its Contractor) shall immediately provide written notice ("Claim Notice") to Agency which sets forth the nature of the claim or potential claim and the date on which the Developer became aware of such claim or potential claim and shall provide Agency with copies of any documents relating to such claim or potential claim.

4.8 Notice of Change in Coverage. If, at any time, the Developer (or its Contractor) becomes aware that any of the coverages provided above are going to be canceled, limited in scope or coverage, terminated, or non renewed, then the Developer (or its Contractor) shall provide Agency with fifteen (15) days written notice ("Insurance Notice") of such cancellation, limitation, termination or non renewal.

(a) Upon the receipt of the Insurance Notice or the Claim Notice, or at any time when Agency has knowledge of (i) the cancellation, limitation, termination or non renewal of one or more of the Developer's (or its Contractor's) insurance policies enumerated above or (ii) a claim or potential claim under one or more of such policies, then, in addition to its other rights and remedies pursuant to this Agreement, Agency shall have the right to suspend Agency's obligations under this Agreement until such time as the Developer (or its Contractor) furnishes, or causes to be furnished to Agency, duplicate originals or appropriate certificates of insurance for coverages in the amounts not less than those specified above or until the time such claim or potential claim has been resolved to the reasonable satisfaction of Agency, respectively.

4.9 Waiver of Subrogation. The Developer (and its Contractor) hereby waives all rights to recover against Agency and/or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by the Developer (or its Contractor) from any cause insured against or required by any Project Document to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. The Developer (and its Contractor) shall use its best efforts to obtain only policies that permit the foregoing waiver of subrogation.

4.10 Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to the provisions below, if the Development shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by the Developer, the Developer shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Improvements to substantially the same condition as the Improvements are required to be constructed pursuant to this Agreement, if and to the extent the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and the Developer shall complete the same as soon as possible thereafter so that the Improvements can be occupied in accordance with this Agreement. Subject to enforced delays as set forth in Section 7.10 herein, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date the Developer obtains insurance proceeds unless Executive Director, in his reasonable discretion, approves a longer period of time. Agency shall cooperate with the Developer, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, the Developer may elect not to repair, replace, or restore the Improvements by giving notice to Agency (in which event Developer will be entitled to all insurance proceeds but the Developer shall be required to remove all debris from the applicable portion of the Site) or the Developer may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

4.11 Damage or Destruction Due to Cause Not Required to be Covered by Insurance. If the Improvements are completely destroyed or substantially damaged by a casualty for which the Developer is not required to (and has not) insured against, then the Developer shall not be required to repair, replace, or restore such improvements and may elect not to do so, subject to any requirements of HUD and the Maker of the Primary Construction Loan by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, and subject to there being funds available after satisfying the Primary Construction Loan and all other senior debt, the Developer shall concurrently repay the full outstanding balance of the Agency Loan (as theretofore disbursed) to Agency and the full outstanding balance of the City HOME Loan (as theretofore disbursed) to City. As used in this Section 4.11, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifteen percent (15%) or more of the replacement cost of the improvements comprising the Improvements. In the event the Developer does not timely elect not to repair, replace, or restore the Improvements as set forth in the first sentence of this Section 4.11, the Developer shall be conclusively deemed to have waived its right not to repair, replace, or restore the Improvements and thereafter the Developer shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed Improvements in accordance with Section 4.10 above.

4.12 Indemnification.

4.12.1 General Indemnification. The Developer shall defend, indemnify, assume all responsibility for, and hold the Agency, the City and their elected officials, officers, employees, attorneys, and agents (together, "Indemnitees"), harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the validity, applicability, interpretation or implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be

caused by any acts or omissions of the Developer under this Agreement, whether such activities or performance thereof be by the Developer or by anyone directly or indirectly employed or contracted with by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Developer shall not be liable for property damage or bodily injury to the extent occasioned by the negligence or willful misconduct of Agency or City or their agents or employees. The Developer shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that the Developer determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, in which case the Developer shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, the Developer's obligation and right to defend shall include the right to hire attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against the Developer, Agency, or City. If the Developer defends any such action, as set forth above, and except as provided to the contrary above: (i) the Developer shall indemnify and hold harmless Indemnitees from and against any claims, losses, liabilities, or damages assessed or awarded against either of them by way of judgment, settlement, or stipulation and (ii) Agency shall be entitled to settle any such claim only with the written consent of the Developer and any settlement without the Developer's consent shall release the Developer's obligations under this Section 4.12.1 with respect to such settled claim. Notwithstanding the foregoing, as long as the Primary Construction Loan is insured or held by HUD, the Developer's obligation to honor this indemnification obligation shall be limited to Residual Receipts.

4.12.2 Indemnity Re Challenge to Agreement. The Developer shall, at its expense, defend, indemnify, and hold harmless Agency and City and their elected officials, officers, employees, agents, attorneys and consultants harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature, including without limitation those (i) arising out of the validity or interpretation of, Agency's and/or City's authority to enter into, or payment by Agency and/or City to the Developer under this Agreement, (ii) arising out of the applicability or inapplicability of state and/or federal prevailing wage and public works requirements related to the Development, or (iii) arising out of, in connection with, or relating in any manner to any act or omission of the Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from the Developer's performance or nonperformance of its obligations under this Agreement, the Developer's ownership of the Site, or the completion of the Development, except that arising from the sole gross negligence or intentional misconduct of Agency or City and their elected officials, officers, agents, employees or representatives.

(a) Joint Defense on Certain Claims and Lawsuits. The parties acknowledge and agree that for certain types of claims or lawsuits that may be asserted against the Developer, Agency, and/or City as described in (i) and (ii) of Section 4.12.2 above ("Joint Defense Claim"), there may be a common interest and mutual concern in the subject matter of such Joint Defense Claim and that a favorable resolution of a Joint Defense Claim related to (i) and (ii) described above would be mutually beneficial. Therefore, in the event of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above against the Developer or Agency and/or City (including their elected officials, officers, employees, agents, attorneys and consultants), the parties agree to cooperate in the

resolution of such Joint Defense Claim and desire to set forth certain joint defense rights and obligations in the course of coordination of the defense thereof by this Section 4.12.2(a).

(i) In the course of coordinating their defense of the Joint Defense Claim, the parties might engage in communications and exchange information, documents and other materials (“Communicated Information”) and such Communicated Information may include confidential attorney client communications, attorney work product, and other information and materials that are protected from disclosure to third parties by the attorney client communication privilege, the work product doctrine or other applicable privileges. The parties wish to insure that the exchange and disclosure of Communicated Information in furtherance of a joint defense effort and the parties’ common interest does not diminish in any way the confidentiality of the Communicated Information and does not constitute a waiver of any privileges otherwise applicable.

(A) All Communicated Information shall be used solely in connection with the Joint Defense Claim, and shall be and remain confidential and privileged and may not be disclosed or made available to persons other than to the Developer, Agency and/or City and their respective counsel, and such counsels’ employees and agents without the written consent of all of the other parties unless disclosure of such Communicated Information is required by order of court after the privilege and work product doctrines are asserted. Each person to whom Communicated Information is disclosed will also be made aware of the existence of this Section 4.12.2(a) and any implementing joint defense agreement among the Developer, Agency and City and that Communicated Information is privileged, confidential, and not to be disclosed unless ordered by a court to be disclosed.

(B) If any other person or entity requests or demands, by subpoena or otherwise, any Communicated Information from the Developer, Agency, City, or their counsel, such party or counsel receiving said request or demand shall immediately notify all parties and their attorneys, provide them with a copy of said request or demand, assert all applicable rights, privileges and objections with respect to such requests or demands, and cooperate fully with the other party in making every reasonable effort to prevent or limit the disclosure of said Communicated Information.

(C) In the event the Developer, Agency or City enters into any agreement with any third party that is inconsistent with the continued sharing of information under this Section 4.12.2(a) or other implementing joint defense agreement, and/or with any continued joint defense effort, including without limitation any settlement agreement or dismissal, such party or its counsel shall: (a) immediately inform the other parties of the terms of such agreement or dismissal; (b) promptly return to the other parties hereto all copies of all documents provided by such other party pursuant hereto; and (c) refrain from disclosing to a third party any Communicated Information.

(D) In the event that a party enters into a settlement agreement or dismissal, such party is not to be relieved of its obligations hereunder to maintain the privileged nature and confidentiality of all Communicated Information.

(E) At the conclusion of the Joint Defense Claim or earlier termination of this Agreement, and upon the request of any counsel for a party who has furnished Communicated Information pursuant hereto, all such materials and copies, summaries or information referring to, memorializing or derived from Communicated Information shall be either returned to

that counsel or destroyed, at said counsel's option, and counsel returning or destroying such materials as requested shall promptly certify to the requesting counsel that this has been done.

(ii) Nothing in this Section 4.12.2(a) shall be construed as subjecting a party to the effect of any judgment, verdict or other determination on the merits in any lawsuit in which that party is not a party, whether by res judicata, collateral estoppel, law of the case, or otherwise.

(iii) All previously privileged communications between the Developer and Agency (or City) with respect to the Joint Defense Claim and all Communicated Information previously exchanged between counsel for the parties are subject to this Section 4.12.2(a) it having been understood that the Developer, Agency and City shared a common interest in pending or threatened litigation arising out of a Joint Defense Claim related to (i) or (ii) in Section 4.12.2 above.

(iv) The joint defense made possible by and Communicated Information shared hereunder shall not be grounds for any later disqualification of counsel for any party.

(v) A breach of this Section 4.12.2(a) or any implementing joint defense agreement may not adequately be remedied by an action for damages, and injunctive relief, both temporary and permanent, would be the appropriate remedy for any such breach, although all other equitable and legal remedies are reserved and are not waived.

(vi) Nothing contained herein shall limit the right of any counsel to disclose any documents or information independently obtained for his/her respective clients and not subject to a claim of privilege by another party.

(b) Cooperation in Defense of Claims or Lawsuits. The Developer, as indemnitor of Agency (and City) under Section 4.12.2(a) shall have the right to control and manage the defense of any Joint Defense Claim or other claim or lawsuit covered under the indemnity provided in Section 4.12.2(a) above. The Developer shall keep Agency (and City) through their counsel informed of all significant developments in such claim or lawsuit, including without limitation the date(s) for hearings on significant motions, discovery demands requiring the cooperation or participation of Agency or City officials and employees, settlement negotiations, the trial date, and any situations requiring the attendance of Agency or City officials or employees.

(c) Covenant Not to Sue. The following covenant relating to the Developer's obligation not to sue regarding the Development or the Site or any issues ancillary thereto is a material incentive for and a part of the consideration to Agency to provide to the Developer the Agency Loan and for the City to provide the City HOME Loan. Therefore, the Agency Loan proceeds and the proceeds of the City HOME Loan shall in no event be due, payable, or required, and the performance obligations of Agency under this Agreement shall automatically terminate, in the event from and after the Date of Agreement and until the close of escrow for the Developer's acquisition of the Site, the Developer, or any of its partners, officers, directors, employees, agents, representatives, consultants, attorneys, or any person acting at the direction of the Developer, undertakes any act to oppose, or to commence, participate in, prosecute, or otherwise object to, or to litigate, directly or indirectly, any permit or discretionary decision of Agency, City, City's Planning Commission, any other City board or commission relating to the Site and Development of whatever form or nature.

(i) Notwithstanding the foregoing portion of this Section 4.12.2(b), nothing set forth in this Section 4.12.2(b) shall prevent the Developer from asserting its rights relating to the performance and enforcement of this Agreement or due to the abuse of discretion by a governmental entity considering and acting upon a future discretionary decision related to the parameters of this covenant. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's rights with respect to prospective action or future conduct by any person who interferes, opposes, or delays implementation and completion of the Development. Further, nothing in the foregoing covenant shall prevent the Developer from asserting the Developer's property rights pertaining to the Site; provided any such assertion of property rights does not interfere with nor impede any agreement(s) to which the Agency or City is a party (other than this Agreement).

4.12.3 Indemnity by the Developer of Agency and City Relating to Relocation. The Developer hereby covenants and agrees to indemnify, save, protect, hold harmless, and defend Agency and City and their respective representatives, volunteers, officers, employees, agents, and consultants (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including without limitation penalties, fines, and monetary sanctions), losses, costs, or expenses, including without limitation consultants' and attorneys' fees, or relocation benefits claimed or payable under the Relocation Laws (for purposes of this Section 4.12.3, the foregoing shall be referred to as "Liabilities") which may now or in the future be incurred or suffered by Indemnitees by reason of, or resulting from, in full or in part, or in any respect whatsoever from the Relocation of residents of the Property pursuant to this Agreement.

The Developer, on behalf of itself and its affiliates, and any and all successors and assigns hereby fully and finally releases each of City, Agency and their past and present elective and appointive boards, commissions, officials and employees, representatives and agents from any and all manner of actions, causes of action, suits, obligations, liabilities, judgments, executions, debts, claims and demands of every kind and nature whatsoever, known and unknown, which the Developer and any of its affiliates, successors or assigns may now have or hereafter obtain against Agency and/or City or their past and present elective and appointive boards, commissions, officials and employees, representatives and agents by reason of, arising out of, relating to, or resulting from in full or in part, the election of the Developer to proceed with the Project pursuant to this Agreement (collectively, "Claims"), which release shall include but not be limited to any Claims for Relocation benefits under federal laws or any other applicable laws. The parties agree that, with respect to the release of Claims as set forth above, all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.12.4 Environmental Indemnification. The Developer shall save, protect, pay for, defend (with counsel acceptable to Agency), indemnify and hold harmless Agency and City and their officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation

and laboratory fees, attorneys' fees and remedial and response costs) (for purposes of this Section 300, the foregoing shall be collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or City or their officers, employees, representatives or agents by reason of, resulting from, in connection with, or arising in any manner whatsoever as a direct or indirect result of (i) the ownership of all or any part of the Property, (ii) any act or omission on the part of the Developer, or its agents, employees, representatives, agents, contractors, occupants, or invitees, (iii) the presence on, under, or about, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination, (iv) the environmental condition of the Property, and (v) any Liabilities incurred under any Governmental Requirements relating to Hazardous Materials. The Developer's obligations hereunder shall survive after the issuance of the Certificate of Completion, and shall be a covenant running with the land in perpetuity, binding on all successors and assigns of the Developer's interest in either this Agreement or any part of the Property. The Developer may assign its obligations hereunder to the successor or assign of the Developer's interest in this Agreement or the Property for those events or conditions related to the requirements in this Section that may occur subsequent to the Developer's conveyance to such successor or assign, provided that the Developer shall remain liable for all of its obligations hereunder.

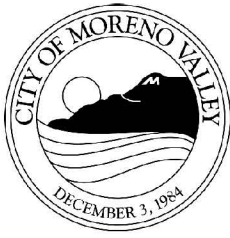
4.13 Rights of Access. Prior to the issuance of the Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Agency representatives comply with all safety rules. Agency representatives shall, except in emergency situations, notify the Developer prior to exercising its rights pursuant to this Section 4.13.

4.14 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq.* Developer, including but not limited to its contractors and subcontractors, shall comply with Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the "Prevailing Wage Law") with regard to the construction of the Improvements, to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Law, and the Agency or City make no final representation as to the applicability or non-applicability of the Prevailing Wage Law to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold the Agency and the City, its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Law for the Improvements.

The Developer shall comply with the Tax Credit Regulatory Agreement.

Without limitation as to Section 4.12 of this Agreement, Developer shall indemnify, protect, defend and hold harmless the Agency and its officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. “Increased costs,” as used in this Section 4.14, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by the Developer.

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

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: March 22, 2011

TITLE: MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Receive and file this report
2. Approve two recommended mid-year appropriation adjustments, including the transfer of \$150,000 in General Fund fund balance to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort requirements and transfer \$190,000 (\$157,000 from General Fund fund balance and \$33,000 from Equipment Replacement Fund fund balance) for state-mandated vehicle modifications/replacements.

BACKGROUND

The City Council is annually updated on the City's financial status through a Mid-Year Budget Review which reflects operational results for the first half of the fiscal year, from July through December. The mid-year budget review will focus on the City's General Fund, which represents the greatest concern with respect to the impacts of the economic recession but will also present six-month operational results from other key funds such as Community Services District (CSD) Zone A (Parks & Community Services), CSD Zone L (Library) and the Electric Utility.

The City Council and staff have worked diligently during the past two years to reduce the structural General Fund expenditure budget by over \$12 million. The General Fund operating budget has been reduced from \$98 million in FY 2007-08 to \$81 million in FY 2010-11. The structural expense reductions have included defunding of 80 positions generating savings of about \$7 million annually. In addition, staff has been on a 36 hour work week or 10% furlough program that saves about \$1.4 million each year. Many additional actions throughout the General Fund have also been implemented totaling about \$3.6 million; such as reducing travel & training, suspending merit and step

increases, reductions in use of professional services and many others. In short, the City has been reducing the budget through recent Deficit Reduction Plans in response to rapidly declining revenues. The end of the recession has brought revenue stability for the first time in several years. Although significant growth in revenues is not anticipated for several years, the City Council and staff can now focus on the Deficit Elimination Plan that will reduce structural expenditures to the stable revenue level over the FY 2011-12 through FY 2013-14 three-year period.

Recap of First Quarter Budget Review

On December 14, 2010, a First Quarter Budget Review was presented to the City Council. This report indicated that the operating results for the first quarter were positive and that a stable outlook was projected for the remainder of the fiscal year. No additional actions were recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

DISCUSSION

Prior Year Savings Needed to Balance the FY 2010-11 Budget

One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of \$1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually \$2.4 million. The additional savings has been used to fund three additional police officers (\$580,000) and the shortfall that is currently being experienced in the residential street lighting program (\$675,000). Achieving this savings is a significant accomplishment and represents the combined efforts of all City departments to continue identifying and implementing cost-cutting measures in response to closing the structural budget deficit. Audited results for FY 2009-10 will be presented to Council upon the completion of the financial audit.

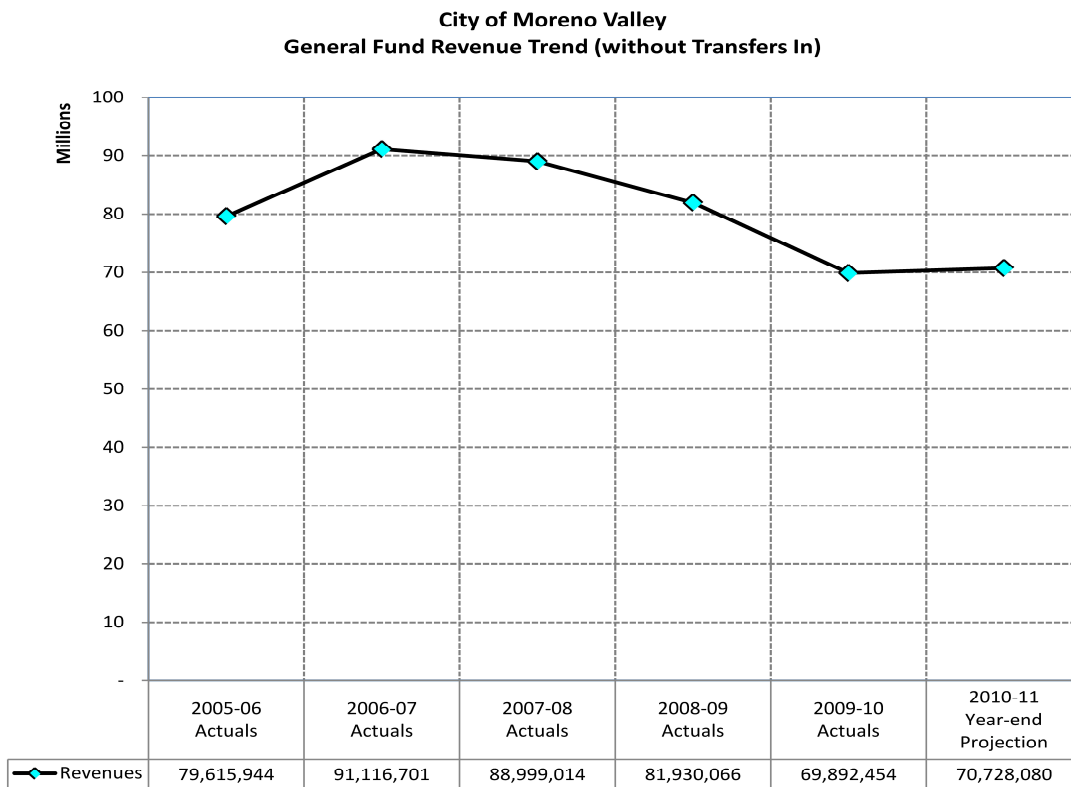
Mid-Year General Fund Results

This mid-year report updates the Mayor and Council regarding current year fiscal trends and provides the opportunity for critical policy input from the Council prior to developing next year's budget. As adopted, the FY 2010-11 budget totals approximately \$200 million with the General Fund comprising \$80.9 million. As a measure to match the revenues to expenditures and continue the current service levels the City Council approved the use of \$13 million of Fund Balance.

Revenue Trends

In order to adequately analyze the City's current revenue position it is helpful to review the revenue trends over a multi-year period. As illustrated in the charts below after three consecutive years of decline General Fund revenues are projected to achieve a slight increase in FY 2010-11. This experience is consistent with projections made by local economists that the bottom has been reached and revenue streams will begin to stabilize. General Fund revenue performance can be measured by following five primary revenue sources. Property taxes, including the Vehicle In-Lieu tax shift, which were budgeted to decline by 14% instead only declined by 4%. Sales tax revenue

increased by 4.8% from FY 2009-10 actuals to the amount projected to be received for FY 2010-11. This amount is due to improved consumer spending, in addition to an annual adjustment related to the State triple-flip process that was larger than expected. In addition, the expiration of the Auto Mall owner participation agreements results in additional sales tax revenue that is retained by the General Fund. Utility Users Tax has been the most consistent revenue over the past four years and these revenues are projected to be slightly higher than both the budget and the previous year. Development services revenues have experienced severe volatility over the past three years but are projected to be flat when compared to the prior fiscal year suggesting that they have stabilized. Investment income, the fifth of the key revenues, is projected to improve slightly over the prior year due to the active management strategy adopted last year which has allowed the portfolio to take advantage of short-term opportunities within the financial markets.



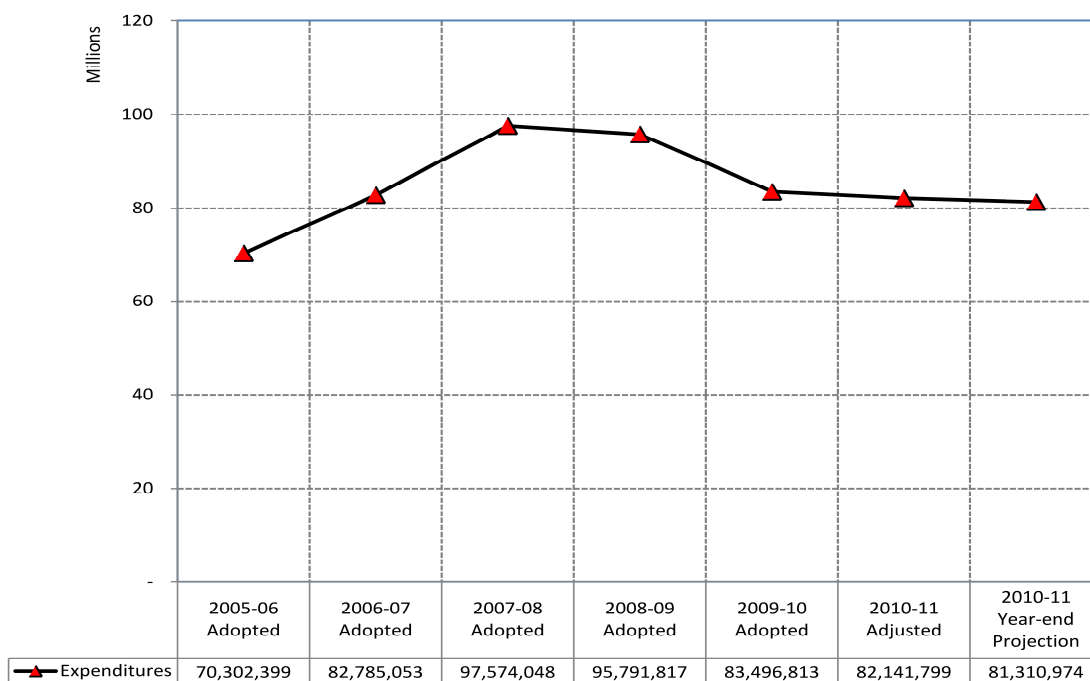
**General Fund
Revenue Year-end Projections
FY 2010-11**

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
Taxes:			
Property taxes	\$ 8,596,100	\$ 8,596,100	\$ 9,158,400
Property taxes in lieu	11,773,400	11,773,400	13,056,000
Utility taxes	15,200,000	15,200,000	15,600,000
Sales taxes	9,735,100	9,735,100	10,515,000
Other Taxes	6,556,500	6,556,500	6,900,000
Licenses and permits	1,363,600	1,363,600	1,431,200
Intergovernmental	643,500	643,500	1,049,800
Charges for services	8,284,600	8,283,156	6,853,900
Use of money and property	4,527,900	4,527,900	4,220,300
Fines and forfeitures	1,117,000	1,117,000	1,120,000
Miscellaneous	172,700	177,800	823,480
	-	-	-
Total Revenues	<u>67,970,400</u>	<u>67,974,056</u>	<u>70,728,080</u>

Expenditure Trends

The following charts illustrate that expenditures have been reduced over the past few years to become more in line with revenues and to maintain reserves at a prudent level. Over the past three years spending has been reduced from \$97.6 million in FY 2007-08 to a budgeted amount of \$80.9 million in FY 2010-11 which represents a reduction of over 17%. Projected spending levels through mid-year show significant savings when compared to the spending plan approved by Council as staff at all levels continue to undertake efforts to reduce operating costs while sustaining key service levels.

**City of Moreno Valley
General Fund Expenditure Trend**



Though there may be variances on a department specific basis, General Fund expenditures are projected to be within City Council approved appropriations and the budget remains balanced. This includes the City Council's decision to utilize surplus revenues to fund additional costs related to priorities related to Police and Community Services District Zone B for Residential Streetlighting subsidy.

**Expenditure Year-end Projections
FY 2010-11**

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
General government			
City council	\$ 579,922	\$ 581,564	\$ 523,400
City manager	1,279,359	1,305,638	1,171,463
City clerk	634,286	521,486	525,715
City attorney	1,015,407	1,015,407	952,502
Economic development	436,287	482,774	432,202
Financial and administrative services	3,108,962	3,128,875	3,066,423
Human resources	958,505	958,505	791,989
Non-departmental	2,694,500	2,665,546	2,601,646
Public safety			
Police	41,291,771	41,870,739	42,246,062
Fire	15,666,535	15,666,535	15,266,718
Animal services	2,287,240	2,297,418	2,401,450
Emergency operations/volunteer services	605,166	605,166	600,547
Crossing guards	583,439	583,439	516,700
Community development			
	4,629,070	4,638,875	4,246,017

Public works	3,551,311	3,562,092	3,710,400
Total Expenditures	\$ 79,321,760	\$ 79,884,059	\$ 79,053,234
Other Financing Uses			
Transfers out	1,582,740	2,257,740	2,257,740
Grand Total	\$ 80,904,500	\$ 82,141,799	\$ 81,310,974

First Quarter Summaries of Other Major Funds

Community Services District (CSD) Zone A – Parks & Community Services

**Zone A - Parks and Community Services
Year-end Projections - Revenues and Expenditures
FY 2010-11**

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
Revenues:			
Taxes:			
Property Taxes	\$ 1,586,789	\$ 1,586,789	\$ 1,678,500
Charges for services	5,637,700	5,637,700	5,658,800
Use of money and property	457,800	458,800	501,900
Miscellaneous	25,500	26,433	31,200
	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	\$ <u>7,707,789</u>	\$ <u>7,709,722</u>	\$ <u>7,870,400</u>
Expenditures:			
Current:			
Community and cultural			
Senior Program	502,539	503,472	470,404
Parks and recreation administration	468,235	468,235	556,947
Park ranger program	320,241	320,241	317,000
Recreation programs	1,702,569	1,702,569	1,598,500
Park maintenance	2,772,945	2,836,395	2,549,200
Park maintenance - contract	458,100	458,100	423,600
Golf course program	289,886	289,886	302,345
Recreation and conference	442,548	442,548	469,900
Recreation and conference - banquets	238,044	238,044	227,794
Parks projects	152,410	152,410	150,700
Community services	142,088	142,088	126,800
Community events	78,072	78,072	76,400
Non-departmental	250,300	250,300	250,300
Capital outlay	6,400	6,400	23,400
Total Expenditures	\$ <u>7,824,377</u>	\$ <u>7,888,760</u>	\$ <u>7,543,290</u>
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	<u>(116,588)</u>	<u>(179,038)</u>	<u>327,110</u>
Other Financing Sources (Uses):			
Transfers in	289,800	289,800	314,800
	<u>0</u>	<u>0</u>	<u>0</u>
Total Other Financing Sources (Uses)	\$ <u>289,800</u>	\$ <u>289,800</u>	\$ <u>314,800</u>
Net Balance	\$ <u>173,212</u>	\$ <u>110,762</u>	\$ <u>641,910</u>

The revenues are tracking slightly ahead of expectations. The largest revenue sources are property tax and parcel fees, which are collected and remitted twice annually. The first distribution was received in mid January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

▪ **Community Services District (CSD) Zone L – Library**

Zone L - Library
Year-end Projections - Revenues and Expenditures
FY 2010-11

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
Revenues:			
Taxes:			
Property Taxes	\$ 1,201,200	\$ 1,261,200	\$ 1,261,200
Intergovernmental	27,000	27,000	73,600
Charges for services	33,000	33,000	30,000
Use of money and property	0	0	0
Fines and forfeitures	56,500	56,500	46,500
Miscellaneous	2,000	7,255	7,200
	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues	<u>\$ 1,319,700</u>	<u>\$ 1,384,955</u>	<u>\$ 1,418,500</u>
Expenditures:			
Community and cultural			
Library	<u>1,903,462</u>	<u>1,940,694</u>	<u>1,895,600</u>
Total Expenditures	<u>\$ 1,903,462</u>	<u>\$ 1,940,694</u>	<u>\$ 1,895,600</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures			
	<u>(583,762)</u>	<u>(555,739)</u>	<u>(477,100)</u>
Other Financing Sources (Uses):			
Transfers in	<u>446,740</u>	<u>446,740</u>	<u>446,800</u>
Total Other Financing Sources (Uses)	<u>\$ 446,740</u>	<u>\$ 446,740</u>	<u>\$ 446,800</u>
Net Balance	<u>\$ (137,022)</u>	<u>\$ (108,999)</u>	<u>\$ (30,300)</u>

The revenues are tracking slightly ahead of expectations. The largest revenue source is property taxes, which are collected and remitted twice annually. The first distribution was received in early January 2011. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- Gas Tax

State Gasoline Tax Special Revenue Fund
Year-end Projections - Revenues and Expenditures
FY 2010-11

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
Revenues:			
Taxes:			
Intergovernmental (gas tax)	2,702,500	2,702,500	2,862,225
Use of money and property	5,000	5,000	1,500
Miscellaneous	2,000	2,000	10,200
	0	0	0
Total Revenues	<u>\$ 2,709,500</u>	<u>\$ 2,709,500</u>	<u>\$ 2,873,925</u>
Expenditures:			
Public works:			
Infrastructure project engineering	384,086	384,086	306,986
Street maintenance	1,740,356	1,740,356	1,919,100
Graffiti removal	329,014	329,014	366,700
Tree trimming	383,230	383,230	412,100
	0	0	0
Total Expenditures	<u>\$ 2,836,686</u>	<u>\$ 2,836,686</u>	<u>\$ 3,004,886</u>
Excess (Deficiency) of Revenues			
Over (Under) Expenditures	<u>(127,186)</u>	<u>(127,186)</u>	<u>(130,961)</u>
Net Balance	<u>\$ (127,186)</u>	<u>\$ (127,186)</u>	<u>\$ (130,961)</u>

The revenues are tracking slightly ahead of expectations. The largest revenue source is gas taxes, which are collected and remitted by the State of California monthly. Expenses are slightly lagging expectation as a result of controlling costs and monitoring expenditures.

- Electric Utility

Electric Utility
Year-end Projections - Revenues and Expenditures
FY 2010-11

	<u>Adopted Budget</u>	<u>Adjusted Budget</u>	<u>Year-end Projection</u>
Revenues:			
Operating Revenues:			
Generation	\$ 9,360,000	\$ 9,360,000	\$ 8,945,076
Distribution	3,640,000	3,640,000	4,533,022
Special Charges	144,000	144,000	142,831
Public Purpose	500,000	500,000	779,328
Other charges for services (electricity fee refunds)	(146,000)	(146,000)	(73,709)
Use of money and property	56,000	56,000	79,982
Miscellaneous	315,500	315,500	239,772
Total Operating Revenues	<u>\$ 13,869,500</u>	<u>\$ 13,869,500</u>	<u>\$ 14,646,302</u>

Expenditures:

Operating Expenditures:

Electricity purchased	6,900,000	6,900,000	7,228,800
Services and supplies	2,842,695	2,842,695	2,673,524
Distribution share	1,425,000	1,425,000	1,567,500
Rate stabilization reserve	327,000	327,000	359,700
Public purpose program:			
Electricity purchased	400,000	400,000	400,000
Services and supplies	100,000	100,000	100,000
Total Operating Expenditures	\$ 11,994,695	\$ 11,994,695	\$ 12,329,524
Operating Income (Loss)	\$ 1,874,805	\$ 1,874,805	\$ 2,316,778

Nonoperating Revenues (Expenses)

Debt Service:

Principal retirement	570,200	570,200	470,380
Interest expense and fiscal charges	1,656,200	1,656,200	1,658,207
Capital outlay	87,500	87,500	81,375
	0	0	0
Total Nonoperating Revenues (Expenses)	\$ (2,313,900)	\$ (2,313,900)	\$ (2,209,962)
Income (Loss) Before Transfers	\$ (439,095)	\$ (439,095)	\$ 106,816
Net Balance	\$ (439,095)	\$ (439,095)	\$ 106,816

*Net of depreciation

As reflected in the previous operational financial summaries (not including capital projects and/or debt service), revenue and expenditure results for Parks, Library, Gas Tax and the Electric Utility through the first quarter of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. Therefore, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by the respective departments.

Proposed Mid-Year Budget Appropriation Adjustments

The Mid-year Budget Review is traditionally the time in which additional budget appropriation adjustments are considered due to unforeseen circumstances that have occurred since the adopted of the budget. There are two items recommended for Council's approval this fiscal year.

- I. **Recommend the transfer of \$150,000 from the General Fund (fund balance) to the Gas Tax Special Revenue Fund to meet Measure A Maintenance of Effort (MOE) requirements:**

The City receives Measure A, Local Streets and Roads (LSR) funding from the Riverside County Transportation Commission (RCTC) to augment the City's transportation improvement program. In order to continue to receive Measure A funds, MOE requirements are imposed on local agencies to ensure that local transportation

expenditures are maintained. The MOE requirements include the annual certification of discretionary General Fund expenditures for transportation related construction and maintenance activities that meet or exceed the MOE Base Amount. The City's MOE base amount is \$1.6m. In FY 2010-11, it is projected that transportation related activities will be under the MOE base amount by \$150,000. A transfer to the Gas Tax street maintenance programs of \$150,000 will ensure the City's meeting the MOE requirements. The City currently receives \$2.4m in Measure A funds.

II. Recommend the transfer of \$157,000 from the General Fund (fund balance) and \$33,000 from the Equipment Replacement Fund (fund balance) to the Vehicle Equipment Maintenance and Street Maintenance programs for state-mandated vehicle modifications/replacements:

The California Air Resources Board mandates all public agencies with heavy-duty, diesel vehicles within their fleets to have 100% of the heavy-duty vehicles retrofitted with particulate matter traps (emissions filters) or to retire/replace such vehicles. The City has a total of (17) such vehicles and previously retrofitted (9) vehicles. The remaining (8) vehicles, that belong to the Maintenance & Operations, Transportation Engineering, Parks Maintenance, and Facilities Maintenance divisions, are required to be retrofitted by December 31, 2011 or be retired from service. It is proposed that (7) vehicles are retrofitted and that (1) vehicle (Unit #96-525) be replaced as it is significantly past its normal life cycle. The total combined cost of the retrofits and funds required to supplement available vehicle replacement funds is \$190,000. The proposed retrofits/replacements are mandatory and must be complete by December 31, 2011 to comply with California Air Resources Board regulations and retain the use of these vehicles.

SUMMARY

The budget for FY 2010-11 remains balanced using significant one-time sources of funding. Staff has identified four key revenue adjustments that have a net zero effect to the total General Fund revenue stream. One of the key components in balancing the FY 2010-11 General Fund budget was the projected savings of \$1,020,000 from the FY 2009-10 Budget, to be carried forward to FY 2010-11. Although audited year-end results will not be available until the end of March, unaudited results indicate that the budget savings is actually \$2.4 million. The additional \$1.4 million in savings has been applied to additional expenditures approved by the City Council in FY 2010-11 (Police Dept - \$580,000 and CED Zone B Residential Street Lights - \$675,000).

General Fund revenues received through December 31th are meeting expectations based on historical experience. Generally, expenditures are slightly below the expected expenditure pace for FY 2010-11. Therefore, results through the first half of FY 2010-11 are positive and indicate a stable outlook for the remainder of the fiscal year. As a result, no actions are recommended with respect to workforce reduction or other expenditure reductions, beyond the prudent cost-control measures already being implemented by all departments.

Despite the positive results thus far in FY 2010-11, significant challenges are expected in adopting a balanced General Fund budget for FY 2011-12; with a deficit of \$14 million

projected. Staff is preparing the preliminary base operating budget as a two-year budget for FY 2011-12 and FY 2012-13 with no change in staffing or service levels. In addition, staff has prepared a proposed Three-Year Deficit Elimination Plan (DEP) to eliminate the remaining deficit and balance ongoing revenues and expenditures by FY 2013-14. Council approval of a final DEP will include direction to staff to apply the first 2 (two) years of the approved DEP actions to the base budget for FY 2011-12 and FY 2012-13. Staff will return with the Proposed Two-Year Operating Budget for Council review in May 2011.

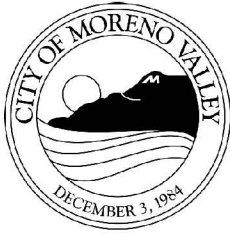
Prepared By:
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 Treasury Operations Division Manager

Department Head Approval:
 Richard Teichert
 Financial & Administrative Services Director

Concurred By:
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 Financial Operations Division Manager

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

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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Community & Economic Development Director

AGENDA DATE: March 22, 2011

TITLE: ECONOMIC DEVELOPMENT PLAN—AREAS OF OPPORTUNITY

RECOMMENDED ACTION

Staff recommends the City Council:

Review and provide staff with direction on the development of a new Economic Development Plan—Areas of Opportunity.

BACKGROUND

The City of Moreno Valley is poised for future growth. With the economy starting to realize some improvement, now is the opportune time to evaluate ways that Moreno Valley can best plan for advancing economic development in the short and near term. The creation of an Economic Development Plan with established Areas of Opportunity in the community for producing major employment hubs, successful retail centers and redevelopment possibilities is aimed at providing a roadmap for Moreno Valley to become a major business development area in Southern California.

Over the years, Moreno Valley has experienced significant growth. Incorporated in December 1984, Moreno Valley has experienced a 379% increase in population in just 26 years. However, the City's jobs to housing ratio is not properly balanced. The need to create more employment opportunities should be made a priority in creating a well rounded community with a strong economic foundation. Adding new logistic and distribution centers will not only create new jobs for residents, but also provide a positive economic stimulus to the existing business community. Furthermore, Moreno Valley should seek to enhance its commercial retail/restaurant make-up and move to improve the City's per capita sales tax revenue stream. Making Moreno Valley a great place to live, work, shop, dine and visit--will improve the overall economic health of the community.

DISCUSSION

Moreno Valley has a strategic location in the Inland Region and is in the path of growth. During the past decade or so, Moreno Valley has experienced strong residential development from many quality home builders. Now it will be important for the City to provide ways for new commercial, office and industrial development to happen in the community. Understanding Moreno Valley's strengths and weaknesses, along with pursuing a balanced mix of residential and business development will be key in planning how Moreno Valley attracts development opportunities in the new global economy.

Ensuring the proper land uses are in place, along with embracing a business friendly environment will help ensure that developers and businesses select Moreno Valley as a place to do business. With the right attitude and proper Economic Development Plan—Moreno Valley can be the future of not only Southern California but also compete to be a major place to be in the new global economy.

The formulation of an effective Economic Development Plan should pursue opportunities for the short and mid-term, as well as consider opportunities throughout the community. As part of the adoption of the Housing Element, staff recommended that the City Council consider opportunities to rezone areas of the community that could facilitate new business development, as well as specifically address the jobs to housing imbalance. The following ten geographic business areas represent specific Areas of Opportunity in Moreno Valley to be considered for incorporating into an Economic Development Plan.

- Eastern Moreno Valley-Rancho Belago (including Highland Fairview Corporate Park-Skechers USA, WestRidge Commerce Center, Prologis, and Moreno Highlands)
- City Center (including a Nason, Moreno Beach and Lasselle loop--with Stoneridge Towne Centre, Moreno Beach Plaza, Moreno Valley Auto Mall, proposed Moreno Beach Marketplace-Lowes Center, Moreno Marketplace-Stater Bros. Center, Moreno Valley Ranch Golf Club, Riverside County Regional Medical Center, Aqua Bella, Kaiser-Moreno Valley Community Hospital, Lakeside Plaza & Terrace, Moreno Valley College, the proposed Winco Center and the City's 60-acre property at NWC of Alessandro/Nason)
- South Moreno Valley Industrial Specific Plan Area
- March LifeCare
- Centerpointe Business Park
- Alessandro Boulevard
- Sunnymead Boulevard
- Festival-Ironwood
- Sunnymead Ranch-Lakeshore Village Marketplace
- TownGate (including the Moreno Valley Mall and five surrounding commercial centers-TownGate Center, TownGate Plaza, TownGate Crossing, TownGate Promenade, and TownGate Square)
- Canyon Springs Plaza and proposed TownGate Highlands
- Edgemont Area

At the March 22 City Council meeting, a PowerPoint presentation will visually outline the Areas of Opportunity. Included with the presentation will be an illustration of the importance of linking the City's Capital Improvement Plan (CIP) and the City's Traffic Circulation Plan to a new Economic Development Plan. Ensuring that revenues to be used for the CIP are focused on advancing the City's Economic Development Plan and its Areas of Opportunity shall provide for a more strategic approach to planning for new public improvements that benefits economic development in the community. As part of this approach to the CIP, staff is recommending advancing the planning of a number of public improvement projects related to the City Center area--including work on SR60/Nason, SR60/Moreno Beach, pursuing the connection of Eucalyptus Avenue to Moreno Beach Drive, along with the connection of Nason Street, from Cactus Avenue to Iris Avenue to provide a much needed north and south arterial thoroughfare from SR60 to Iris Avenue.

After introducing the major components of the Economic Development Plan-Areas of Opportunities, staff recommends that the Economic Development Council Subcommittee (Council Members Co and Molina) work with the City Manager and Community & Economic Development Director, along with a number of developers to further advance the specifics of the Economic Development Plan. Included with this effort will be evaluating many rezoning and redevelopment opportunities, all aimed at furthering the City's economic development efforts. As part of this process, the City shall pursue a 'modified' General Plan process that will include a focused 'Plan' review that will evaluate the highest and best uses for the many areas included with the Areas of Opportunities.

FISCAL IMPACT

There is NO established fiscal impact at time. As the Economic Development Plan-Areas of Opportunity is further refined a budget shall be established for undertaking planning activities.

Prepared By:
Barry Foster
Community & Economic Development Director

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

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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